

<i>SERFF Tracking Number:</i>	<i>HRLV-125816447</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Harleysville Mutual Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>IMJM020108-2</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0005 Other Commercial Inland Marine</i>
<i>Product Name:</i>	<i>CIM</i>		
<i>Project Name/Number:</i>	<i>CIM - Non-Controlled Standardization- revised/</i>		

Filing at a Glance

Company: Harleysville Mutual Insurance Company

Product Name: CIM

TOI: 09.0 Inland Marine

Sub-TOI: 09.0005 Other Commercial Inland Marine

Filing Type: Form

SERFF Tr Num: HRLV-125816447

SERFF Status: Closed

Co Tr Num: IMJM020108-2

Co Status: Product Standardization
- Phase 3B - revised

Author: Carol Zwoyer

Date Submitted: 09/16/2008

State: Arkansas

State Tr Num: EFT \$50

State Status: Fees verified and received

Reviewer(s): Betty Montesi,
Llyweyia Rawlins

Disposition Date: 09/19/2008

Disposition Status: Approved

Effective Date Requested (New): 02/01/2009

Effective Date Requested (Renewal): 07/01/2009

Effective Date (New): 02/01/2009

Effective Date (Renewal):

07/01/2009

State Filing Description:

General Information

Project Name: CIM - Non-Controlled Standardization- revised

Project Number:

Reference Organization:

Reference Title:

Filing Status Changed: 09/19/2008

State Status Changed: 09/18/2008

Corresponding Filing Tracking Number:

Filing Description:

With this filing it is our intent to submit for your review and approval revisions applicable to our Commercial Inland Marine Program.

Status of Filing in Domicile:

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

Company and Contact

Filing Contact Information

SERFF Tracking Number: HRLV-125816447 State: Arkansas
Filing Company: Harleysville Mutual Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: IMJM020108-2
TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine
Product Name: CIM
Project Name/Number: CIM - Non-Controlled Standardization- revised/

Carol Zwoyer, Senior State Filing Analyst czwoyer@harleysvillegroup.com
355 Maple Avenue (215) 256-5735 [Phone]
Harleysville, PA 19438-2297 (215) 256-5678[FAX]

Filing Company Information

Harleysville Mutual Insurance Company	CoCode: 14168	State of Domicile: Pennsylvania
355 Maple Avenue	Group Code: 253	Company Type:
Harleysville, PA 19438	Group Name:	State ID Number:
(215) 256-5000 ext. [Phone]	FEIN Number: 23-0902325	

SERFF Tracking Number: HRLV-125816447 State: Arkansas
Filing Company: Harleysville Mutual Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: IMJM020108-2
TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine
Product Name: CIM
Project Name/Number: CIM - Non-Controlled Standardization- revised/

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation:
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Harleysville Mutual Insurance Company	\$50.00	09/16/2008	22527699

SERFF Tracking Number:	HRLV-125816447	State:	Arkansas
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TOI:	09.0 Inland Marine	Sub-TOI:	09.0005 Other Commercial Inland Marine
Product Name:	CIM		
Project Name/Number:	CIM - Non-Controlled Standardization- revised/		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	09/19/2008	09/19/2008

Amendments

Item	Schedule	Created By	Created On	Date Submitted
Bailees Customers Coverage Form Declarations – national Cleaners Association Program Miscellaneous Property Floater Coverage Form Declarations – Storage Transportation & Paddock Program	Form	Carol Zwoyer	09/19/2008	09/19/2008
Bailees Customers Coverage Form - Special Storage Transportation	Form	Carol Zwoyer	09/19/2008	09/19/2008
		Carol Zwoyer	09/19/2008	09/19/2008

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<i>Company Tracking Number:</i>	<i>IMJM020108-2</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0005 Other Commercial Inland Marine</i>
<i>Product Name:</i>	<i>CIM</i>		
<i>Project Name/Number:</i>	<i>CIM - Non-Controlled Standardization- revised/</i>		

n & Paddock

Program –

Miscellaneous

s Property

Floater

Coverage

Form -

Special

<i>SERFF Tracking Number:</i>	<i>HRLV-125816447</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Harleysville Mutual Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>IMJM020108-2</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0005 Other Commercial Inland Marine</i>
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<i>Filing Company:</i>	<i>Harleysville Mutual Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>IMJM020108-2</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0005 Other Commercial Inland Marine</i>
<i>Product Name:</i>	<i>CIM</i>		
<i>Project Name/Number:</i>	<i>CIM - Non-Controlled Standardization- revised/</i>		

Disposition

Disposition Date: 09/19/2008

Effective Date (New): 02/01/2009

Effective Date (Renewal): 07/01/2009

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: HRLV-125816447 State: Arkansas
Filing Company: Harleysville Mutual Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: IMJM020108-2
TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine
Product Name: CIM
Project Name/Number: CIM - Non-Controlled Standardization- revised/

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Cover letter & Exhibit A	Approved	Yes
Form	Commercial Lines Common Policy Declarations	Approved	Yes
Form	Policy Change Endorsement	Approved	Yes
Form	Additional Insured Schedule	Approved	Yes
Form	Additional Interest Schedule	Approved	Yes
Form	Form Schedule	Approved	Yes
Form	Location Schedule	Approved	Yes
Form	Loss Payee Schedule	Approved	Yes
Form	Mortgage Schedule	Approved	Yes
Form	Named Insured Schedule	Approved	Yes
Form	Policyholder Notice Schedule	Approved	Yes
Form	Declarations Page Extension	Approved	Yes
Form	Fees and Schedules	Approved	Yes
Form	Manuscript Endorsement	Approved	Yes
Form	Manuscript Exclusion	Approved	Yes
Form	Trip Transit Endorsement	Approved	Yes
Form	Salespersons' Sample Floater Coverage Declarations	Approved	Yes
Form	Contractors Equipment Blanket Endorsement	Approved	Yes
Form	Contractors Equipment Leased or Rented From Others	Approved	Yes
Form	Additional Covered Cause of Loss – Earthquake and Volcanic Eruption	Approved	Yes
Form	Additional Cause of Loss “Flood”	Approved	Yes
Form	Completed Value Reporting Form	Approved	Yes
Form	Contract Penalty Coverage	Approved	Yes
Form	Difference in Conditions Coverage	Approved	Yes
Form	Expediting Expense Coverage	Approved	Yes
Form	Model Home Endorsement	Approved	Yes

SERFF Tracking Number:	HLV-125816447	State:	Arkansas
Filing Company:	Harleysville Mutual Insurance Company	State Tracking Number:	EFT \$50
Company Tracking Number:	IMJM020108-2		
TOI:	09.0 Inland Marine	Sub-TOI:	09.0005 Other Commercial Inland Marine
Product Name:	CIM		
Project Name/Number:	CIM - Non-Controlled Standardization- revised/		

Form	Ordinance or Law Coverage	Approved	Yes
Form	Protective Safeguards	Approved	Yes
Form	"Special Projects" Confirmation Endorsement	Approved	Yes
Form	"Values at Risk" Reporting Form	Approved	Yes
Form	Windstorm or Hail Deductible ("Values at Risk")	Approved	Yes
Form	Miscellaneous Property Floater Coverage Declarations	Approved	Yes
Form	Annual Transportation Coverage Declarations	Approved	Yes
Form	Bailee's Customers Declarations	Approved	Yes
Form	Contractors and Repairmen's Coverage Form Declarations	Approved	Yes
Form	Fine Arts Floater Coverage Form Declarations	Approved	Yes
Form	Portable Tools Floater Declarations	Approved	Yes
Form	Installation Floater Coverage Form Declarations	Approved	Yes
Form	CompuPak Coverage Form Declarations	Approved	Yes
Form	Contractors Equipment Coverage Form Declarations	Approved	Yes
Form	Contractors Equipment Coverage Form Supplemental Declarations	Approved	Yes
Form	Builders Risk Coverage Form Declarations	Approved	Yes
Form	Builders Risk Coverage Form Supplemental Declarations	Approved	Yes
Form	Builders Risk Reporting Form Supplemental Declarations	Approved	Yes
Form	Motor Truck Cargo Coverage Form Declarations	Approved	Yes
Form	Commercial Inland Marine Coverage Part Declarations	Approved	Yes
Form	Commercial Inland Marine Scheduled Items Coverage Part	Approved	Yes

<i>SERFF Tracking Number:</i>	<i>HRLV-125816447</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Harleysville Mutual Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>IMJM020108-2</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0005 Other Commercial Inland Marine</i>
<i>Product Name:</i>	<i>CIM</i>		
<i>Project Name/Number:</i>	<i>CIM - Non-Controlled Standardization- revised/</i>		

Form	Miscellaneous Coverage Form Declarations	Approved	Yes
Form	Contractors Equipment Coverage Form	Approved	Yes
Form	Installation Floater Coverage Form	Approved	Yes
Form	Motor Truck Cargo Coverage Form	Approved	Yes
Form	Reporting Endorsement	Approved	Yes
Form (revised)	Bailees Customers Coverage Form Declarations – national Cleaners Association Program	Approved	Yes
Form	Bailees Customers Coverage Form Declarations – national Cleaners Association Program	Approved	Yes
Form (revised)	Miscellaneous Property Floater Coverage Form Declarations – Storage Transportation & Paddock Program	Approved	Yes
Form	Miscellaneous Property Floater Coverage Form Declarations – Storage Transportation & Paddock Program	Approved	Yes
Form (revised)	Bailees Customers Coverage Form - Special	Approved	Yes
Form	Bailees Customers Coverage Form - Special	Approved	Yes
Form (revised)	Storage Transportation & Paddock Program – Miscellaneous Property Floater Coverage Form - Special	Approved	Yes
Form	Storage Transportation & Paddock Program – Miscellaneous Property Floater Coverage Form - Special	Approved	Yes

SERFF Tracking Number: HRLV-125816447 State: Arkansas
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 TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine
 Product Name: CIM
 Project Name/Number: CIM - Non-Controlled Standardization- revised/

Amendment Letter

Amendment Date:

Submitted Date: 09/19/2008

Comments:

I apologize for my oversight and any inconvenience this may have caused.

Changed Items:

Form Schedule Item Changes:

Form Name	Form Number	Edition Date	Form Type	Action	Replaced Form #	Previous Filing #	Readability Score	Attachments
Bailees Customers Coverage Form Declarations – national Cleaners Association Program	CM-7268	07-08	Declarati ons/Schedule	Replaced	10-07 edition			CM-7268.pdf
Form Name	Form Number	Edition Date	Form Type	Action	Replaced Form #	Previous Filing #	Readability Score	Attachments
Miscellaneous Property Floater Coverage Form Declarations – Storage Transportation & Paddock Program	CM-7269	07-08	Declarati ons/Schedule	Replaced	11-07 edition			CM-7269_Ed.pdf
Form Name	Form Number	Edition Date	Form Type	Action	Replaced Form #	Previous Filing #	Readability Score	Attachments
Bailees Customers	CM-7371	7-08	Policy/C overage	Replaced	11-07 edition			CM-7371.pdf

SERFF Tracking Number: HRLV-125816447 State: Arkansas

Filing Company: Harleysville Mutual Insurance Company State Tracking Number: EFT \$50

Company Tracking Number: IMJM020108-2

TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: CIM

Project Name/Number: CIM - Non-Controlled Standardization- revised/

Coverage Form
Form -
Special

Form Name	Form Number	Edition Date	Form Type	Action	Replaced Form #	Previous Filing #	Readability Score	Attachments
Storage Transportati on & Paddock Program – Miscellaneous Property Floater Coverage Form - Special	CM-7429	7-08	Policy/C New overage Form					CM-7429.pdf

SERFF Tracking Number: HRLV-125816447 State: Arkansas

Filing Company: Harleysville Mutual Insurance Company State Tracking Number: EFT \$50

Company Tracking Number: IMJM020108-2

TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: CIM

Project Name/Number: CIM - Non-Controlled Standardization- revised/

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Commercial Lines Common Policy Declarations	GU-7000	03-08	Declaration New s/Schedule		0.00	GU-7000 _Ed 3-08_ Common Policy Dec.pdf
Approved	Policy Change Endorsement	GU-7001	07-08	Endorseme New nt/Amendm ent/Condi ti ons		0.00	GU-7001.pdf
Approved	Additional Insured Schedule	GU-7002	11-06	Declaration New s/Schedule		0.00	GU-7002 (Ed 11-06) Addl Insured Sched.pdf
Approved	Additonal Interest Schedule	GU-7003	11-06	Declaration New s/Schedule		0.00	GU-7003 (Ed 11-06) Addl Interest Sched.pdf
Approved	Form Schedule	GU-7004	11-06	Declaration New s/Schedule		0.00	GU-7004 (Ed 11-06) Form Schedule.pdf
Approved	Location Schedule	GU-7005	11-06	Declaration New s/Schedule		0.00	GU-7005 (Ed 11-06) Location Schedule.pdf
Approved	Loss Payee Schedule	GU-7006	11-06	Declaration New s/Schedule		0.00	GU-7006 (Ed 11-06) Loss Payee Sched.pdf
Approved	Mortgage Schedule	GU-7007	11-06	Declaration New s/Schedule		0.00	GU-7007 (Ed 11-06) Mortgagee Sched.pdf

SERFF Tracking Number: HRLV-125816447 State: Arkansas
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Company Tracking Number: IMJM020108-2
TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine
Product Name: CIM
Project Name/Number: CIM - Non-Controlled Standardization- revised/

Approved	Named Insured Schedule	GU-7008	11-06	Declaration News/Schedule	0.00	GU-7008 (Ed 11-06) Nmd Insd Sched.pdf
Approved	Policyholder Notice Schedule	GU-7009	11-06	Declaration News/Schedule	0.00	GU-7009 (Ed 11-06) Policyholder Notice Schedule.pdf
Approved	Declarations Page Extension	GU-7013	11-06	Declaration News/Schedule	0.00	GU-7013 (Ed 11-06) Declarations Page Extension.pdf
Approved	Fees and Schedules	GU-7015	11-06	Declaration News/Schedule	0.00	GU-7015 (Ed 11-06) Fees And Surcharge Schedule.pdf
Approved	Manuscript Endorsement	MANU-1	7-04	Endorsement/Amendment/Conditions	0.00	MANU-1 (Ed. 7-04)(pol manu).pdf
Approved	Manuscript Exclusion	MANU-2	7-04	Endorsement/Amendment/Conditions	0.00	MANU-2 (Ed. 7-04).pdf
Approved	Trip Transit Endorsement	CM-7103	12-06	Endorsement/Amendment/Conditions	Replaced Form #:0.00 3-89 edition Previous Filing #:	CM-7103 _Ed 12-06_ Trip Transit Endorsement FINAL.pdf
Approved	Salespersons' Sample Floater Coverage Declarations	CM-7123	12-06	Declaration News/Schedule	Replaced Form #:0.00 8-87 edition Previous Filing #:	CM-7123 _Ed.pdf
Approved	Contractors	CM-7133	12-06	Endorsement/Amendment/Conditions	Replaced Form #:0.00	CM-7133

SERFF Tracking Number: HRLV-125816447 State: Arkansas
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	Equipment Blanket Endorsement			nt/Amendment/Conditions	7-01 edition Previous Filing #:	_Ed.pdf
Approved	Contractors Equipment Leased or Rented From Others	CM-7134	12-06	Endorsement Replaced nt/Amendment/Conditions	Replaced Form #:0.00 7-01 edition Previous Filing #:	CM-7134 _Ed.pdf
Approved	Additional Covered Cause of Loss – Earthquake and Volcanic Eruption	CM-7161	12-06	Endorsement Replaced nt/Amendment/Conditions	Replaced Form #:0.00 1-01 edition Previous Filing #:	CM-7161 _Ed 12-06_ Addl Cov COL - EQ Volcanic Eruption FI....pdf
Approved	Additional Cause of Loss “Flood”	CM-7162	12-06	Endorsement Replaced nt/Amendment/Conditions	Replaced Form #:0.00 1-01 edition Previous Filing #:	CM-7162 _Ed 12-06_ Addl Cov COL - Flood FINAL.pdf
Approved	Completed Value Reporting Form	CM-7165	12-06	Endorsement Replaced nt/Amendment/Conditions	Replaced Form #:0.00 1-01 edition Previous Filing #:	CM-7165 _Ed 12-06_ Completed Value Reporting Form1 FINAL.pdf
Approved	Contract Penalty Coverage	CM-7166	12-06	Endorsement Replaced nt/Amendment/Conditions	Replaced Form #:0.00 1-01 edition Previous Filing #:	CM-7166 _Ed 12-06_ Contract Penalty Cvges FINAL.pdf
Approved	Difference in Conditions Coverage	CM-7169	12-06	Endorsement Replaced nt/Amendment/Conditions	Replaced Form #:0.00 1-01 edition Previous Filing #:	CM-7169 _Ed 12-06_ Diff in Conditions Cvge FINAL.pdf

SERFF Tracking Number: HRLV-125816447 State: Arkansas
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Approved	Expediting Expense Coverage	CM-7173	12-06	Endorsement/Amendment/Conditions	Replaced Form #:0.00 1-01 edition Previous Filing #:	CM-7173 _Ed 12-06_ Expediting Expense Cverage FINAL.pdf
Approved	Model Home Endorsement	CM-7176	12-06	Endorsement/Amendment/Conditions	Replaced Form #:0.00 1-01 edition Previous Filing #:	CM-7176 _Ed 12-06_ Model Home Endorsement t1 FINAL.pdf
Approved	Ordinance or Law Coverage	CM-7179	12-06	Endorsement/Amendment/Conditions	Replaced Form #:0.00 1-01 edition Previous Filing #:	CM-7179 _Ed 12-06_ Ordinance or Law Cverage FINAL.pdf
Approved	Protective Safeguards	CM-7182	12-06	Endorsement/Amendment/Conditions	Replaced Form #:0.00 1-01 edition Previous Filing #:	CM-7182 _Ed 12-06_ Protective Safeguards FINAL.pdf
Approved	"Special Projects" Confirmation Endorsement	CM-7185	12-06	Endorsement/Amendment/Conditions	Replaced Form #:0.00 1-01 edition Previous Filing #:	CM-7185 _Ed 12-06_ Special Projects Confirmation Endmt FIN....pdf
Approved	"Values at Risk" Reporting Form	CM-7188	12-06	Endorsement/Amendment/Conditions	Replaced Form #:0.00 1-01 edition Previous Filing #:	CM-7188 _Ed 12-06_ Values at Risk Rptg Form FINAL.pdf
Approved	Windstorm or Hail Deductible ("Values at Risk")	CM-7190	12-06	Endorsement/Amendment/Conditions	Replaced Form #:0.00 1-01 edition Previous Filing #:	CM-7190 _Ed.pdf

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Approved	Miscellaneous Property Floater Coverage Declarations	CM-7200	12-06	Declaration Replaced s/Schedule	Replaced Form #:0.00 8-87 edition Previous Filing #:	CM-7200 _Ed.pdf
Approved	Annual Transportation Coverage Declarations	CM-7201	12-06	Declaration Replaced s/Schedule	Replaced Form #:0.00 8-87 edition Previous Filing #:	CM-7201 _Ed.pdf
Approved	Bailee's Customers Declarations	CM-7202	12-06	Declaration Replaced s/Schedule	Replaced Form #:0.00 8-87 edition Previous Filing #:	CM-7202 _Ed 12-06_ Bailees Customers Declarations FINAL.pdf
Approved	Contractors and Repairmen's Coverage Form Declarations	CM-7203	12-06	Declaration Replaced s/Schedule	Replaced Form #:0.00 8-87 edition Previous Filing #:	CM-7203 _Ed.pdf
Approved	Fine Arts Floater Coverage Form Declarations	CM-7204	12-06	Declaration Replaced s/Schedule	Replaced Form #:0.00 8-87 edition Previous Filing #:	CM-7204 _Ed.pdf
Approved	Portable Tools Floater Declarations	CM-7206	12-06	Declaration Replaced s/Schedule	Replaced Form #:0.00 8-87 edition Previous Filing #:	CM-7206 _Ed.pdf
Approved	Installation Floater Coverage Form Declarations	CM-7207	12-06	Declaration Replaced s/Schedule	Replaced Form #:0.00 8-87 edition Previous Filing #:	CM-7207 (Ed. 12-06) Installation Declarations. pdf
Approved	CompuPak Coverage Form Declarations	CM-7217	12-06	Declaration Replaced s/Schedule	Replaced Form #:0.00 4-93 edition Previous Filing #:	CM-7217 _Ed 12-06_ CompuPak Coverage Declarations 4 FINAL.pdf
Approved	Contractors Equipment Coverage Form	CM-7244	12-06	Declaration Replaced s/Schedule	Replaced Form #:0.00 7-01 edition Previous Filing #:	CM-7244 _Ed.pdf

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Declarations

Approved	Contractors Equipment Coverage Form Supplemental Declarations	CM-7245	12-06	Declaration Replaced s/Schedule	Replaced Form #:0.00 7-01 edition Previous Filing #:	CM-7245 _Ed.pdf
Approved	Builders Risk Coverage Form Declarations	CM-7246	12-06	Declaration Replaced s/Schedule	Replaced Form #:0.00 1-01 edition Previous Filing #:	CM-7246 _Ed.pdf
Approved	Builders Risk Coverage Form Supplemental Declarations	CM-7247	12-06	Declaration Replaced s/Schedule	Replaced Form #:0.00 1-01 edition Previous Filing #:	CM-7247 _Ed.pdf
Approved	Builders Risk Reporting Form Supplemental Declarations	CM-7248	12-06	Declaration Replaced s/Schedule	Replaced Form #:0.00 1-01 edition Previous Filing #:	CM-7248 _Ed.pdf
Approved	Motor Truck Cargo Coverage Form Declarations	CM-7250	12-06	Declaration Replaced s/Schedule	Replaced Form #:0.00 10-01 edition Previous Filing #:	CM-7250 _Ed 12-06_ Motor Truck Cargo Declarations 2 FINAL.pdf
Approved	Commercial Inland Marine Coverage Part Declarations	CM-7255	12-06	Declaration New s/Schedule	0.00	CM-7255 _Ed 12-06_ CIM Coverage Part Dec FINAL.pdf
Approved	Commercial Inland Marine Scheduled Items Coverage Part	CM-7257	12-06	Policy/CoveNew rage Form	0.00	CM-7257 _Ed.pdf
Approved	Miscellaneous Coverage Form Declarations	CM-7266	12-06	Declaration New s/Schedule	0.00	CM-7266 _Ed.pdf
Approved	Contractors Equipment	CM-7363	12-06	Policy/CoveReplaced rage Form	Replaced Form #:0.00 7-01 edition	CM-7363 _Ed 12-06_

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Product Name: CIM
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Coverage Form					Previous Filing #:	Contractors Equipment Cvge form FINAL.pdf
Approved	Installation Floater Coverage Form	CM-7312	12-06	Policy/CoveReplaced rage Form	Replaced Form #:0.00 8-87 edition Previous Filing #:	CM-7312 _Ed.pdf
Approved	Motor Truck Cargo Coverage Form	CM-7369	12-06	Policy/CoveReplaced rage Form	Replaced Form #:0.00 10-01 edition Previous Filing #:	CM-7369 _Ed 12-06_ Motor Truck Cargo Cov Form FINAL.pdf
Approved	Reporting Endorsement	CM-7401	12-06	Endorseme Replaced nt/Amendm ent/Condi tions	Replaced Form #:0.00 10-01 Previous Filing #:	CM-7401 _Ed 12-06_ Reporting Endmt FINAL.pdf
Approved	Bailees Customers Coverage Form Declarations – national Cleaners Association Program	CM-7268	07-08	Declaration Replaced s/Schedule	Replaced Form #: 10-07 edition Previous Filing #:	CM-7268.pdf
Approved	Miscellaneous Property Floater Coverage Form Declarations – Storage Transportation & Paddock Program	CM-7269	07-08	Declaration Replaced s/Schedule	Replaced Form #: 11-07 edition Previous Filing #:	CM-7269 _Ed.pdf
Approved	Bailees Customers Coverage Form - Special	CM-7371	7-08	Policy/CoveReplaced rage Form	Replaced Form #: 11-07 edition Previous Filing #:	CM-7371.pdf
Approved	Storage	CM-7429	7-08	Policy/CoveNew		CM-7429.pdf

SERFF Tracking Number: *HRLV-125816447* *State:* *Arkansas*
Filing Company: *Harleysville Mutual Insurance Company* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *IMJM020108-2*
TOI: *09.0 Inland Marine* *Sub-TOI:* *09.0005 Other Commercial Inland Marine*
Product Name: *CIM*
Project Name/Number: *CIM - Non-Controlled Standardization- revised/*

Transportation & rage Form
Paddock
Program –
Miscellaneous
Property Floater
Coverage Form -
Special



COMMERCIAL LINES COMMON POLICY DECLARATIONS

Policy Number:

Named Insured and Mailing Address:

Agent:

Agency Code:
Phone Number:

Policy Period: From:

To:

at 12:01 A.M. Standard Time at your mailing
address shown above.

Business Description:

Form of Business:

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY,
WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY. IF YOU REQUEST
CANCELLATION OF THIS POLICY, THE COMPANY WILL RETAIN A MINIMUM PREMIUM OF \$.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED.
THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
Commercial Property Coverage Part	
Commercial General Liability Coverage Part	
Crime and Fidelity Policy Coverage Part	
Commercial Inland Marine Coverage Part	
Commercial Auto Coverage Part	
Commercial Liability Umbrella Policy	

Sub-Total
Fees and Surcharge - See Schedule GU-7015 (If Applicable)
Total

**FORM (S) AND ENDORSEMENT (S) MADE A PART OF THIS POLICY:
SEE SCHEDULES GU-7004 and GU-7009**

POLICY CHANGES

Policy Number:

Named Insured:

Agency/Producer Code:

Policy Period: From: To:

CHANGE EFFECTIVE _____ CHANGE # _____

DESCRIPTION

Original Premium \$ _____ New Premium \$ _____ Total Add'l/Return Premium \$ _____

ADDITIONAL INSURED SCHEDULE

POLICY NUMBER:

AGENT # :

ADDITIONAL INTEREST SCHEDULE

POLICY NUMBER:

AGENT # :

Company name goes here

FORM SCHEDULE

Policy Number:

Policy Period: From: To:

Form	Edition	Description
------	---------	-------------

LOCATION SCHEDULE

POLICY NUMBER:

AGENT #:

Premis.	Bldg.	
No.	No.	Address

LOSS PAYEE SCHEDULE

POLICY NUMBER:

AGENT #:

MORTGAGEE SCHEDULE

POLICY NUMBER:

AGENT #:

NAMED INSURED SCHEDULE

POLICY NUMBER:

AGENT # :

Company name goes here

POLICYHOLDER NOTICE SCHEDULE

Policy Number:

Policy Period: From: To:

The following material contains important information about your policy. Please read it carefully.

Form	Edition	Description
------	---------	-------------

Company name goes here

DECLARATIONS PAGE EXTENSION

IMPORTANT INFORMATION

Policy Number:

Policy Period: From:

To:

Company Name goes here

FEES AND SURCHARGE SCHEDULE

Policy Number:

Policy Period: From:

To:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

All other terms and conditions of this Policy remain unchanged.

This endorsement modifies insurance provided under the following:

ANNUAL TRANSPORTATION COVERAGE FORM - BASIC
ANNUAL TRANSPORTATION COVERAGE FORM - SPECIAL

CM-7103
(Ed. 12-06)

TRIP TRANSIT ENDORSEMENT

Coverage provided by this Coverage Part is hereby extended to apply to the specific trip as specified in the Schedule below:

Schedule	
Limit:	\$
Deductible:	\$
Description:	
Origination Location:	
Destination Location:	
Origination Date:	
Completion Date:	
Premium:	\$

All other Coverage terms and conditions remain unchanged.

This endorsement modifies insurance provided under the following:

CONTRACTORS EQUIPMENT COVERAGE FORM

CONTRACTORS EQUIPMENT BLANKET ENDORSEMENT

SCHEDULE

Limit of Insurance				
\$ Blanket Item Limit of Contractors Equipment				
Specifically Listed Items of Contractors Equipment:				
Item Number	Model Year	Manufacturer and Type of Equipment	Model Number/Serial Number	Limit of Insurance
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$

A. Section A.1. Covered Property and A.4.a. Newly Acquired Property are deleted and replaced by the following:

1. Covered Property

Covered Property means:

- Contractors Equipment you own or lease on a "long term" basis described in your List of Contractors Equipment on file with us; and
- Contractors Equipment you purchase, or lease on a "long term" basis during the policy period.

B. The following conditions are added to Section E. Additional Conditions:

Premium Adjustment

a. You agree to submit to us a list of Covered Property

- (1) Prior to the beginning of the policy period, and
- (2) Within 30 days following the expiration (or anniversary) of the policy.

b. The Deposit Premium shown in the Declarations is payable to us at the beginning of the policy period. If the policy period is longer than one year, you agree to pay us the Deposit Premium at each anniversary date.

c. Premium adjustment will be made as follows:

The totals of the values for items listed in the most recent list of Covered Property and in the previous list of Covered Property will be averaged. The Reporting Policy Rate, per \$100, shown in the Declarations is applied to the average.

If this total adjusted premium exceeds the Deposit Premium, additional premium shall be due and payable to us immediately.

If the adjusted premium is less than the deposit premium, the difference shall be due and payable to you. The annual adjusted premium shall not be less than the Minimum Earned Premium amount shown in the Declarations.

If this policy is cancelled before the end of the policy period, you must submit to us a list of Covered Property as of the date of cancellation. We shall make the premium adjustment based upon the average value of Covered Property for the period we provided coverage.

- d. You must pay us at least the Minimum Earned Premium amount shown in the Declarations, regardless of the premium adjustment, above. This condition does not apply if this policy is cancelled as of its inception date.

C. The following replaces **Section C. Limits of Insurance:**

- 1. The most we will pay for "loss" or damage to any one item of Covered Property is the Any One Item of Contractors Equipment Limit of Insurance shown in the Schedule of this endorsement.

However, if an item of Contractors Equipment is specifically described and listed in the Schedule of this endorsement, the most we will pay for "loss" or damage to that item is the Limit of Insurance shown for that item on the Schedule.

- 2. The limits applicable to all other Additional Coverages are in addition to the Limits of Insurance, unless otherwise noted.

The most we will pay for "loss" or damage in any one occurrence, no matter how many items of equipment, Additional Coverages, protected persons, property owners or financial interests are involved, is the Limit of Insurance for All Covered Property in Any One Occurrence shown in the Declarations. This Limit applies to all "losses", expenses and salvage charges combined.

This endorsement modifies insurance provided under the following:

CONTRACTORS EQUIPMENT COVERAGE FORM

**CONTRACTORS EQUIPMENT LEASED OR RENTED FROM OTHERS
(INCLUDING CONTINUING RENTAL CHARGES COVERAGE)**

SCHEDULE

Limits Of Insurance

Any One Item of Leased or Rented Contractors Equipment: \$

Coverage is: Reporting ☐ Non-Reporting ☐

Continuing Rental Charges Coverage: \$500 a Day, not to exceed \$15,000 in any one policy period.

Rates And Premiums:

\$	Estimated Annual Expenditures
\$	Leased or Rented Contractors Equipment Rate
\$	Deposit Premium
\$	Minimum Earned Premium

The following changes are made to the Contractors Equipment Coverage Form:

1. The following is added to Section A. 1. Covered Property:

Leased or Rented Equipment

Covered Property also means:

Contractors Equipment, not described in the Declarations or in your List of Contractors Equipment on file with us, which you lease or rent from others under the terms of a written lease or rental agreement, for a period of less than six (6) consecutive months.

We will pay those sums that you become legally or contractually responsible to pay because of direct physical "loss" or damage to the leased or rented Contractors Equipment.

The "loss" or damage must be caused by or result from a Covered Cause of Loss while the leased or rented Contractors Equipment is in the care, custody or control of you or your "employees."

2. The following is added to Section A.4. Additional Coverages:

Continuing Rental Charges Coverage

1. We will pay the continuing rental charges you are legally or contractually obligated to pay following direct physical "loss" of or damage to covered leased or rented equipment from any of the Covered Causes of Loss.

We will pay your continuing rental charges during the period of time that:

a. Begins three (3) "working days" after you report the "loss" or damage to us; and

b. Ends the earlier of the following:

(1) When the damaged Covered Property has been repaired or replaced; or

(2) When the damaged Covered Property has been restored to service.

2. The most we will pay for Continuing Rental Charges Coverage are the limits shown in the Schedule above.

Our payment will not be limited by the expiration of this policy.

You and we agree that the Covered Property involved in the "loss" will be repaired promptly.

This Additional Coverage does not increase the All Covered Property in Any One Occurrence Limit of Insurance shown in the Declarations.

3. The following is added to **C. Limits Of Insurance** with respect to Contractors Equipment leased or rented from others:

C. Limits of Insurance

The most we will pay for "loss" or damage:

1. To any one item of Leased or Rented Contractors Equipment is the Any One Item of Leased or Rented Contractors Equipment Limit of Insurance shown in the Schedule of this endorsement.
2. In any one occurrence is the Limit of Insurance for All Covered Property in Any One Occurrence shown in the Declarations.

The terms of this endorsement do not increase the All Covered Property in Any One Occurrence Limit of Insurance shown in the Declarations.

4. The following are added to **Section E. Additional Conditions** if a reporting condition for Leased and Rented Equipment is indicated in the Schedule of this endorsement:

a. Reports and Premium – Leased and Rented Equipment

(1) Within thirty (30) days following the expiration (or anniversary) of the policy, you agree to report to us the total amount of your rental or lease expenditures during the policy period.

(2) The Deposit Premium shown in the Schedule of this endorsement is payable to us at the beginning of the policy period. If the policy period is longer than one year, you agree to pay us the Deposit Premium at each anniversary date.

The Deposit Premium that we have charged for this endorsement is based on an estimate of your rental or lease expenditures for the policy period.

(3) Premium adjustment will be made as follows:

We will compute the premium by multiplying the Leased or Rented Equipment rate shown in the Schedule of this endorsement, by each \$100 of expenditures that you report to us. If the total adjusted premium exceeds the Deposit Premium, additional premium shall be due and payable to us immediately.

If the adjusted premium is less than the Deposit Premium, the difference shall be due and payable to you. The annual adjusted premium shall not be less than the Minimum Earned Premium amount shown in the Schedule of this endorsement.

If this policy is cancelled before the end of the policy period, we will make the premium adjustment based upon your rental or lease expenditures for the period we provided coverage.

(4) You must pay us at least the Minimum Earned Premium amount shown in the Schedule of this endorsement, regardless of the premium adjustment, above. This condition does not apply if this policy is cancelled as of its inception date.

b. Records

You must maintain records of your expenditures for leasing or renting contractors equipment. You will keep these records for three (3) years after the policy ends.

5. The following is added to **Section E. Additional Conditions** if the Schedule of this endorsement indicates this coverage is non-reporting:

Premium

If the Schedule of this endorsement indicates this coverage is non-reporting, then the Deposit Premium shown in the Schedule of this endorsement shall be fully earned.

6. The Coinsurance Additional Condition does not apply to Leased and Rented Equipment coverage.

This endorsement modifies insurance provided under the following:

**BUILDERS RISK COVERAGE FORM
INSTALLATION FLOATER
COMMERCIAL INLAND MARINE CONDITIONS**

**CM-7161
(Ed. 12-06)**

**ADDITIONAL COVERED CAUSE OF LOSS – EARTHQUAKE AND VOLCANIC
ERUPTION**

SCHEDULE

Per Policy Period Limit of Insurance: \$

Description and Location of "Project Site(s)":	Per Occurrence Limit of Insurance
	\$
	\$
	\$
	\$
	\$

Earthquake and Volcanic Eruption Deductible

Percentage Deductible:

Dollar Amount Deductible: \$

% subject to a Minimum Deductible of: \$
and a Maximum Deductible of: \$

- A.** The following is included as a **Covered Cause of Loss** with regard to "project site(s)" shown in the Schedule of this endorsement:

Earthquake and Volcanic Eruption

We will pay for "loss" or damage caused by or resulting from:

1. Earthquake, and
2. Volcanic Eruption, meaning eruption, explosion or effusion of a volcano.

All Earthquake shocks or Volcanic Eruptions that occur within any 168-hour period will constitute a single Earthquake or Volcanic Eruption. The expiration of this policy will not reduce the 168-hour period.

- B.** All of the Exclusions listed in the **Exclusions** section of the forms to which this endorsement is attached apply to the coverage provided under this endorsement, except as provided in **B.1.** and **B.2.** of this endorsement:

1. **Exclusion B.1.e. Earth Movement** is replaced by the following:

Earth Movement

Any earth movement (other than sinkhole collapse, earthquake or volcanic eruption) such as landslide, mine subsidence, or earth sinking, rising or shifting. But if earth movement results in fire or explosion, we will pay for the "loss" or damage caused by that fire or explosion.

2. **Exclusion B.3.a.** does not apply to collapse caused by Earthquake or Volcanic Eruption.

- C.** The following **Exclusions** are added with regard to coverage provided by this endorsement:

1. We will not pay for "loss" or damage caused directly or indirectly by tidal wave or tsunami, even if attributable to an Earthquake or Volcanic Eruption.
2. We will not pay for "loss" or damage caused by or resulting from any Earthquake or Volcanic Eruption that begins before the inception of this insurance.

D. The following is added to the **Limits of Insurance section:**

1. The most we will pay for "loss" or damage caused by earthquake or volcanic eruption in any one occurrence at a "project site" described in the Schedule of this endorsement is the Per Occurrence Limit of Insurance shown in the Schedule of this endorsement.

But if "loss" or damage by fire, explosion or "volcanic action" results, we will pay up to the applicable Limit of Insurance shown elsewhere in this policy for such resulting "loss" or damage. We will also pay up to the applicable Limit of Insurance shown elsewhere in the policy for "loss" or damage by building glass breakage resulting from volcanic eruption, explosion or effusion.

2. The most we will pay for the total of all "loss" or damage caused by earthquake or volcanic eruption in a 12-month period (starting with the beginning of the present annual policy period), regardless of the number of occurrences or "project sites" or other locations involved, is the Per Policy Period Limit of Insurance shown in the Schedule of this endorsement. Thus, if the first Earthquake or Volcanic Eruption does not exhaust the Per Policy Period Limit of Insurance, then the balance of that Limit is available for a subsequent Earthquake(s) or Volcanic Eruption(s).

If a single Earthquake or Volcanic Eruption begins during one annual policy period and ends during the following annual policy period, any Limit of Insurance applicable to the following annual policy period will not apply to such Earthquake or Volcanic Eruption.

3. Amounts payable under an Additional Coverage or Coverage Extension, as set forth in the applicable Coverage Form, does not increase the Limit of Insurance for Earthquake and Volcanic Eruption.
4. If a Cause of Loss (such as fire) is covered by means of an exception to the Earth Movement Exclusion, we will also pay for the "loss" or damage caused by that other Covered Cause of Loss. But the most we will pay, for the total of all "loss" or damage caused by the Earthquake, Volcanic Eruption and other Covered Cause of Loss, is the Limit of Insurance applicable to such other Covered Cause of Loss. We will not pay the sum of the two Limits.

E. The following is added to the **Deductible section with respect to Earthquake and Volcanic Eruption Coverage:**

1. When the Deductible for Earthquake and Volcanic Eruption is shown in the Schedule of this endorsement as a dollar amount, we will not pay for "loss" or damage in any one occurrence until the amount of "loss" or damage exceeds the applicable Deductible shown in the Schedule of this endorsement. We will then pay the amount of "loss" or damage in excess of the Deductible, up to the Per Occurrence Limit of Insurance.
2. When the Deductible for Earthquake and Volcanic Eruption is shown in the Schedule of this endorsement as a percentage, the Deductible amount will be determined by multiplying the Limit of Insurance at each "project site" involved in the "loss" or damage by the Deductible Percentage shown in the Schedule of this endorsement.

But this Deductible will not be:

- a. Less than the minimum deductible amount shown in the Schedule of this endorsement, or
- b. More than the maximum deductible amount shown in the Schedule of this endorsement.

We will then pay the amount of "loss" or damage in excess of the Deductible, up to the Per Occurrence Limit of Insurance.

3. If there is "loss" or damage caused by Earthquake or Volcanic Eruption, and "loss" or damage caused by a Cause of Loss (e.g., fire) that is covered by means of an exception to the Earth Movement Exclusion, then the only applicable Deductible provisions are those stated in this endorsement.

F. Additional Condition Coinsurance does not apply if the Per Occurrence Limit is less than the Limit of Insurance for the "project site" shown in the "Declarations."

G. The following is added to **Section I. Reinstatement of Limit After Loss, Loss Condition of the **Commercial Inland Marine Conditions**:**

The Reinstatement of Limit After Loss condition does not apply to this Additional Covered Cause of Loss if a Per Policy Period Limit is shown in the Schedule of this endorsement.

This endorsement modifies insurance provided under the following:

**BUILDERS RISK COVERAGE FORM
INSTALLATION FLOATER
COMMERICAL INLAND MARINE CONDITIONS**

**CM-7162
(Ed. 12-06)**

**ADDITIONAL COVERED CAUSE OF LOSS - "FLOOD"
SCHEDULE**

Per Policy Period Limit of Insurance: \$

Description and Location of "Project Site(s)":	Per Occurrence Limit of Insurance	Deductible
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$

A. All of the Exclusions listed in the **Exclusions** section of the forms to which this endorsement is attached apply to the coverage provided under this endorsement, except as provided below:

- 1. Exclusion B.1.f.(1)** "Flood" does not apply.
- 2. Exclusion B.3.a.** does not apply to collapse caused by "Flood".

B. The following is added to the **Limits of Insurance** section:

1. The most we will pay for loss or damage caused directly or indirectly by "Flood" in any one occurrence at a "project site" described in the Schedule of this endorsement is the Per Occurrence Limit of Insurance shown in the Schedule of this endorsement.
2. The most we will pay for the total of all loss or damage caused by "Flood" in a 12-month period (starting with the beginning of the present annual policy period), regardless of the number of occurrences or "project sites" or other locations involved, is the Per Policy Period Limit of Insurance shown in the Schedule of this endorsement. Thus, if the first occurrence does not exhaust the Per Policy Period Limit of Insurance, then the balance of that Limit is available for subsequent occurrences.

If a single occurrence begins during one annual policy period and ends during the following annual policy period, any Limit of Insurance applicable to the following annual policy period will not apply to such occurrence.

3. Amounts payable under an Additional Coverage or Coverage Extension, as set forth in the applicable Coverage Form, does not increase the Limit of Insurance for "Flood."
4. If a Cause of Loss (such as fire) is covered, we will also pay for the loss or damage caused by that other Covered Cause of Loss. But the most we will pay, for the total of all loss or damage caused by "Flood" and other Covered Cause of Loss, is the Limit of Insurance applicable to such other Covered Cause of Loss. We will not pay the sum of the two Limits.

C. The following is added to the **Deductible** section with respect to "Flood" Coverage:

We will not pay for loss or damage in any one occurrence until the amount of the adjusted loss or damage before applying the applicable Limits of Insurance exceeds the Deductible shown in the Schedule of this endorsement. We will then pay the amount of the adjusted loss or damage in excess of the Deductible, up to the Per Occurrence Limit of Insurance shown in the Schedule of this endorsement.

D. Additional Condition Coinsurance does not apply if the Per Occurrence Limit is less than the Limit of Insurance for the "project site" shown in the "Declarations."

E. The following is added to Section I. Reinstatement of Limit After Loss, Loss Condition of the Commercial Inland Marine Conditions:

The Reinstatement of Limit After Loss condition does not apply to this Additional Covered Cause of Loss if a Per Policy Period Limit is shown in the Schedule of this endorsement.

BUILDERS RISK COVERAGE FORM

**CM-7165
(Ed. 12-06)**

COMPLETED VALUE REPORTING FORM

Additional Condition E.3. Coinsurance is replaced by the following:

“Completed Value” Reporting Requirement

a. Reports

Within 30 days after the end of each Reporting Period, you must report the following to us for buildings and structures under construction at each “project site,” as of the last day of the Reporting Period. All reports must be in writing on the forms provided by us.

- (1) The address of the “project site”;
- (2) The type of construction and intended occupancy;
- (3) The “completed value”;
- (4) The date construction started; and
- (5) If a project was completed during the month, the date of completion.

For the purposes of this report, the starting date of construction will be the date when you first put Covered Property at a temporary storage location or at the “project site.”

b. Rates and Premiums

(1) Premium Computation

Your Actual Premium for each Premium Adjustment Period will be computed by multiplying the applicable rate shown in the “Declarations” times the total amount of “completed value” reported for the Premium Adjustment Period.

(2) Premium Adjustment

- (a) At the end of each Premium Adjustment Period we will apply the Actual Premium to the Deposit Premium until it is used up. You will then pay us the additional premium that exceeds the Deposit Premium. All additional premiums are due and payable as of the date of each Premium Adjustment.
- (b) If at the end of the policy period the Actual Premium is less than the Deposit Premium we will pay you any unused amount of your Deposit Premium. But regardless of the Premium Adjustment we will keep the Minimum Earned Premium amount shown in the “Declarations.”

(3) Minimum Earned Premium

You must pay us at least the Minimum Earned Premium amount shown in the “Declarations,” regardless of the Premium Adjustment condition above. The Minimum Earned Premium condition does not apply if this policy is canceled as of its inception date.

(4) Cancellation

If this Coverage Form is cancelled before the end of the policy period, you must report to us the information required in **Section a.** of this endorsement, as of the date the cancellation is effective.

We will compute the premium for less than a full Premium Adjustment Period on a pro rata basis.

c. Full Reporting Requirement

You must report the total “completed value” of the Covered Property at each “project site.” We will not pay the full amount of any “loss” or damage if the amount you reported as the total “completed value” for the “project site” where the “loss” or damage occurred is less than the actual “completed value” at that “project site.” This condition does not apply while Covered Property is in transit or at temporary storage locations.

We will determine the most we will pay using the following steps:

- (1)** Divide the “completed value” reported for the “project site” by the actual “completed value” at the “project site”;
- (2)** Multiply the total amount of “loss” or damage at the “project site,” before the application of any deductible, by the figure determined in Step **(1)**;
- (3)** Subtract the deductible from the figure determined in Step **(2)**.

We will pay the amount determined in Step **(3)** or the applicable Limit of Insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the “loss” yourself.

The minimum amount of insurance needed to meet your Full Reporting Requirement is \$200,000. Therefore, the Limit of Insurance in this Example is adequate and no penalty applies. We will pay no more than \$79,500.

d. Reports and Records

You must keep accurate records of the “completed value” of Covered Property at each “project site” covered under this Coverage Form and retain these records for three years after the expiration date of this policy.

e. Failure to Submit Reports

If you have failed to submit the required reports of value as of the time of “loss” or damage:

- (1)** We will not pay more than the value for that “project site” included in your last report filed before the “loss” or damage; and
- (2)** If you have not submitted any report(s) we will not pay more than 75% of the “Project Site” Limit of Insurance shown in the “Declarations.”

We need not inform you that your reports are late or incorrect. If we do, you are not relieved of any penalty that may apply. If we accept reports that you file late:

- (1)** You are not relieved of any penalty that may apply; and
- (2)** We are not obliged to accept other reports late.

You may not correct inaccurate reports after “loss” or damage has occurred.

f. Reports in Excess of the Limit of Insurance

Although the reported “completed value” will be used in computing the Actual Premium, we will not pay more than the applicable Limit of Insurance even if the “completed value” you report exceeds the Limit of Insurance shown in the “Declarations”, unless, prior to a “loss”, you request an increase to the Limit of Liability effective retroactively to the commencement of the “project site” involved.

This endorsement modifies insurance provided under the following:

BUILDERS RISK COVERAGE FORM

**CM-7166
(Ed. 12-06)**

CONTRACT PENALTY COVERAGE

SCHEDULE

Contract Penalty Coverage Limit of Insurance: \$

The following is added to **Section A.4. Additional Coverages:**

Contract Penalty Coverage

We will pay 50% of the contract penalties you are required to pay to your customers as a result of any clause in your contracts for failure to timely deliver your product according to the contract terms.

The penalties must solely result from direct physical "loss" or damage by a Covered Cause of Loss to Covered Property.

The most we will pay under this Additional Coverage regardless of the number of contracts for each "project site" is the Contract Penalty Coverage Limit of Insurance shown in the Schedule of this endorsement.

This amount is in addition to the Limit of Insurance.

This endorsement modifies insurance provided under the following:

BUILDERS RISK COVERAGE FORM

**CM-7169
(Ed. 12-06)**

DIFFERENCE IN CONDITIONS COVERAGE

SCHEDULE

Description and Location of "Project Site(s)":

A. The following is added with regard to the "project site(s)" listed in the Schedule of this endorsement.

- 1.** We will pay for direct physical "loss" of or damage to the Covered Property which you are constructing, installing, erecting or fabricating under a signed construction contract provided:
 - a.** You are not required under the signed construction contract to insure the Covered Property against "loss" or damage; and
 - b.** The purchaser, owner or other named party is required under the signed construction contract to insure the Covered Property and to name you as an Insured or Additional Insured under the insurance policy covering the described "project sites(s)".
- 2.** We will pay for direct physical "loss" of or damage to the Covered Property that is:
 - a.** Not covered by the other insurance policy; or
 - b.** Excluded by the other insurance policy;Only if the Coverage Form, to which this endorsement is attached, would have covered the "loss" or damage, had there been no other insurance.
- 3.** We will not pay:
 - a.** For any "loss" or damage that is covered by the other insurance policy;
 - b.** For any "loss" or damage that is or becomes uncollectible for whatever reason;
 - c.** For any "loss" or damage that is covered by the other insurance policy and which exceeds the Limits of Insurance of the other policy;
 - d.** For any Deductible amount that is required by the other insurance policy;
 - e.** For any "loss" or damage that would have been covered by the other insurance policy had it not expired, been cancelled, or non-renewed.

This means that, if a "loss" or damage is covered by the other insurance policy, had it not expired, been cancelled, or non-renewed, the coverage provided by this insurance shall not apply to the "loss" or damage.

But we will pay for "loss" or damage if prior to the "loss" or damage:

 - (1)** You have informed us that the Covered Property to which this endorsement applies is no longer insured under another insurance policy; and
 - (2)** You pay an additional premium.

B. Loss Condition, F. Other Insurance, in the Commercial Inland Marine Conditions does not apply.

This endorsement modifies insurance provided under the following:

BUILDERS RISK COVERAGE FORM

**CM-7173
(Ed. 12-06)**

EXPEDITING EXPENSE COVERAGE

SCHEDULE

Expediting Expense Coverage Limit of Insurance: \$

A. The following is added to **Section A.4. Additional Coverages:**

Expediting Expense Coverage

We will reimburse you for the reasonable costs and expenses which you incur to expedite permanent repair or replacement of lost or damaged Covered Property, provided such repair or replacement is made necessary by direct physical "loss" or damage caused by a Covered Cause of Loss to Covered Property.

For purposes of this endorsement, expediting expense means:

- a.** Additional labor expense; and
- b.** The extra cost of express or other rapid transportation to expedite delivery of replacement parts or materials;

Which you necessarily incur to complete "construction operations" in the time period stated by the construction contract.

The most we will pay for "loss" under this Additional Coverage is the Limit of Insurance for Expediting Expense Coverage shown in the Schedule of this endorsement.

This amount is in addition to the Limit of Insurance.

B. The following is added to **Section F. Definitions** and applies to this endorsement:

"Construction Operations" means the construction, installation, erection or fabrication of the structure described in the "Declarations".

This endorsement modifies insurance provided under the following:

BUILDERS RISK COVERAGE FORM

CM-7176
(Ed. 12-06)

MODEL HOME ENDORSEMENT

SCHEDULE

Location of Model Home Premises	Model Home Structure Limit of Insurance	Model Home Contents Limit of Insurance	Deductible
1.	\$	\$	\$
2.	\$	\$	\$
3.	\$	\$	\$
4.	\$	\$	\$
5.	\$	\$	\$

A. The following is added to Section A. 4. Additional Coverages:

Model Home Coverage

We will pay for "loss" or damage to completed structures which are being used as Model Homes, and as described in the Schedule of this endorsement.

Further, we will pay for "loss" or damage to household furniture, appliances and accessories owned by you or owned by others for which you are responsible. Such property is covered while:

1. on exhibition or display at a model home;
2. in transit to or from a model home; or
3. stored at any location(s) on a temporary basis.

B. The following is added to Section A. 2. Property Not Covered:

1. Personal property of your officers, partners or employees;
2. Works of art or objects of rarity or historical value in excess of \$2,500 for any one item.
3. "Money" and "Securities."

C. The following is added to Section B. 2. Exclusions with regard to Model Home Contents only:

We will not pay for "loss" or damage caused by or resulting from any of the following:

Marring, scratching, exposure to light, or breakage of statuary, marbles, glassware, bric-a-brac, porcelains and similar fragile articles, unless caused by:

- (1) Fire, lightning, or windstorm;
- (2) Theft or attempted theft;
- (3) Explosion, aircraft, vandalism damage; or
- (4) Derailment or overturn of a conveyance.

D. The following is added to Section C. Limits Of Insurance with regard to this Endorsement:

The most we will pay for "loss" or damage in any one occurrence is the applicable Limit of Insurance for Model Home Structure and Model Home Contents Coverage shown in the Schedule of this endorsement.

E. Paragraph 1. of Section D. Deductible is replaced by the following with regard to this Endorsement:

We will not pay for "loss" or damage in any one occurrence until the amount of the adjusted "loss" or damage before applying the applicable Limit of Insurance exceeds the applicable Deductible shown in the Schedule of this endorsement. We will then pay the amount of the adjusted "loss" or damage in excess of the Deductible, up to the applicable Limit of Insurance.

F. Additional Condition, 3. Coinsurance is replaced by the following with regard to this Endorsement:

3. Coinsurance

If a Coinsurance percentage is shown in the Schedule of this endorsement, the following condition applies:

We will not pay the full amount of any "loss" or damage if the value of Covered Property at the time of "loss" or damage times the Coinsurance percentage, shown in the Schedule of this endorsement, is greater than the Limit of Insurance for property.

Instead, we will determine the most we will pay using the following steps:

- a.** Multiply the value of Covered Property at the time of "loss" or damage by the Coinsurance percentage;
- b.** Divide the Limit of Insurance of the property by the figure determined in Step **a.**;
- c.** Multiply the total amount of "loss" or damage, before the application of any deductible, by the figure determined in Step **b.**;
- d.** Subtract the deductible from the figure determined in Step **c.**

We will pay the amount determined in Step **d.** or the Limit of Insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the "loss" yourself.

G. Additional Condition, 5. Valuation is replaced by the following with regard to this Endorsement:

The value of property will be the least of the following amounts:

- 1.** The actual cash value of that property;
- 2.** The cost of reasonably restoring that property to its condition immediately before "loss" or damage;
- 3.** The cost of replacing that property with substantially identical property.

In the event of "loss" or damage, the value of the property will be determined at the time of "loss" or damage.

This endorsement modifies insurance provided under the following:

BUILDERS RISK COVERAGE FORM

**CM-7179
(Ed. 12-06)**

ORDINANCE OR LAW COVERAGE

SCHEDULE

Coverage A	Coverage B Limit of Insurance	Coverage C Limit of Insurance
<input type="checkbox"/>	\$	\$

Description and Location of "Project Site":

A. Each Coverage - Coverage **A**, Coverage **B** and Coverage **C** - applies only if that Coverage(s) is chosen by entry in the Schedule of this endorsement and then only with respect to the "Project Site" identified in the Schedule of this endorsement for that Coverage(s).

B. We will not pay under this endorsement for the costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants."

C. Coverage

1. Coverage A - Coverage for "loss" to the Undamaged Portion of the Building or Structure

If a Covered Cause of Loss occurs to covered buildings or structures at the "project site" we will pay for the "loss" in value of the undamaged portion of the building or structure as a consequence of enforcement of any ordinance or law that:

- a.** Requires the demolition of parts of the same property not damaged by a Covered Cause of Loss;
- b.** Regulates the construction or repair of buildings or structures, or establishes zoning or land use requirements at the "project site"; and
- c.** Is in force at the time of "loss".

Coverage **A** is included within the Limit of Insurance shown in the "Declarations" as applicable to the covered "project site." Coverage A does not increase the Limit of Insurance.

2. Coverage B - Demolition Cost Coverage

If a Covered Cause of Loss occurs to covered buildings or structures at the "project site" we will pay the cost to demolish and clear the "project site" of undamaged parts of the property, caused by enforcement of building, zoning or land use ordinance or law.

The Coinsurance Additional Condition does not apply to Demolition Cost Coverage

3. Coverage C - Increased Cost of Construction Coverage

a. If a Covered Cause of loss occurs to covered buildings or structures at the "project site" we will pay for the increased cost to:

- (1)** Repair or reconstruct damaged portions of that building or structure; and /or
- (2)** Reconstruct or remodel undamaged portions of that building or structure property, whether or not demolition is required;

When the increased cost is a consequence of enforcement of building, zoning or land use ordinance or law.

However:

- (1) This coverage applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.
- (2) We will not pay for the increased cost of construction if the building is not repaired, reconstructed or remodeled.

b. The Coinsurance Additional Condition does not apply to Increased Cost of Construction Coverage.

When covered buildings or structures are damaged or destroyed by a Covered Cause of Loss and Increased Cost of Construction Coverage **C** applies to that property in accordance with **3.a.** above, coverage for the increased cost of construction also applies to repair or reconstruction of the following, subject to the same conditions stated in **3.a.**:

- (1) The cost of excavations, grading, backfilling and filling;
- (2) Foundation of the building;
- (3) Pilings; and
- (4) Underground pipes, flues and drains.

D. Loss Payment

1. When Coverage **A** applies, "loss" to the building or structure, including "loss" in value of the undamaged portion of the building or structure due to enforcement of an ordinance or law, will be determined as follows:
 - a. If the property is repaired or replaced, on the same or another premises, we will not pay more than the lesser of:
 - (1) The amount you actually spend to repair, rebuild or reconstruct the building or structure, but not for more than the amount it would cost to restore the building or structure on the same premises and to the same height, floor area, style and comparable quality of the original property insured; or
 - (2) The Limit of Insurance shown in the "Declarations" as applicable to the covered building or structure.
 - b. If the property is not repaired or replaced, or if Replacement Cost Coverage does not apply, we will not pay more than the lesser of:
 - (1) The actual cash value of the building or structure at the time of "loss"; or
 - (2) The Limit of Insurance shown in the "Declarations" as applicable to the covered building or structure.
2. Loss payment under Coverage **B** - Demolition Cost Coverage will be determined as follows:

We will not pay more than the lesser of the following:

 - a. The amount you actually spend to demolish and clear the site of the described building or structure; or
 - b. The applicable Limit of Insurance shown for Coverage **B** in the Schedule of this endorsement.
3. Loss payment under Coverage **C** - Increased Cost of Construction Coverage will be determined as follows:
 - a. We will not pay under Coverage **C**:
 - (1) Until the property is actually repaired or replaced, at the same or another premises; and
 - (2) Unless the repairs or replacement are made as soon as reasonably possible after the "loss" or damage, not to exceed two years. We may extend this period in writing during the two years.
 - b. If the building or structure is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay under Coverage **C** is the lesser of:
 - (1) The increased cost of construction at the same premises; orThe applicable Limit of Insurance shown for Coverage **C** in the Schedule of this endorsement.

- c. If the ordinance or law requires relocation to another premises, the most we will pay under Coverage C is the lesser of:
 - (1) The increased cost of construction at the new premises; or
 - (2) The applicable Limit of Insurance shown for Coverage C in the Schedule of this endorsement.
- E. The terms of this endorsement apply separately to each "project site" to which this endorsement applies.
- F. Under this endorsement we will not pay for "loss" due to any ordinance or law that:
 - 1. You were required to comply with before the "loss", even if the building or structure was undamaged; andYou failed to comply with.

This endorsement modifies insurance provided under the following:

BUILDERS RISK COVERAGE FORM

**CM-7182
(Ed. 12-06)**

**PROTECTIVE SAFEGUARDS
SCHEDULE**

Description and Location of Premises or "Project Site"	Protective Safeguards Symbols Applicable
Describe any "P-9":	

A. The following is added to Section C. Additional Conditions:

Protective Safeguards

1. As a condition of this insurance, you are required to maintain the protective devices or services listed in the Schedule of this endorsement.
2. The protective safeguards to which this endorsement applies are identified by the following symbols:
 - "P- 5" Complete perimeter 6 foot chain link fencing with gates closed and locked during all "non-working hours."
 - "P- 6" Exterior lighting (other than public streetlights) providing illumination to all sides of the "project site".
 - "P- 7" Private watchperson, with a recording system or watch clock, that you employ, making hourly rounds covering all areas of the premises at least hourly during "non-working hours." The watchperson has access to an on premises telephone.
 - "P- 8" Fully enclosed locking metal containers whose locks are protected against cutting, or a fully enclosed locked room with double cylinder dead bolt locks used for the site storage of electrical wiring, lighting fixtures, plumbing fixtures, switch panels and other pilferable items.
 - "P- 10" An operative standpipe and hose maintained not less than two floors below the highest steelwork erected.
 - "P- 11" A burglar alarm system, connected to an outside Central Station.
 - "P- 12" A burglar alarm system, connected to an outside alarm but not connected to an outside Central Station.
 - "P- 13" Security service, with a recording system or watch clock, making hourly rounds covering all areas of the premises at least hourly during "non-working hours." The service has access to an on premises telephone.
 - "P- 9" The protective system described in the Schedule of this endorsement.

B. The following is added to Section B. Exclusions:

We will not pay for loss or damage caused by or resulting from fire, theft or vandalism if, prior to the fire, theft or vandalism, you;

1. Knew of any suspension or impairment in any protective safeguard listed in the Schedule of this endorsement and failed to notify us of that fact; or
2. Failed to maintain any protective safeguard listed in the Schedule of this endorsement, over which you had control, in complete working order.

C. The following is added to Section F. Definitions:

"Non-working hours" means:

1. 6:30 p.m. local time until 6:30 a.m. local time, Monday through Thursday;
2. 6:30 p.m. local time, Friday through 6:30 a.m. local time Monday; and
3. 6:30 p.m. local time the day preceding a legal holiday through 6:30 a.m. local time the day after the holiday.

"Non-working hours" does not include periods of time during which you have a work crew or subcontractors performing construction activities at the "project site."

This endorsement modifies insurance provided under the following:

**BUILDERS RISK COVERAGE FORM
INSTALLATION COVERAGE FORM**

**CM-7185
(Ed. 12-06)**

“SPECIAL PROJECTS” CONFIRMATION ENDORSEMENT

This policy is extended to cover the “Special Project” described below:

A. Named Insured:

B. Description of “Special Project”:

C. Location of “Special Project”:

D. Effective Date of Coverage for “Special Project”:

E. Anticipated Completion Date of “Special Project”:

F. Limits of Insurance at the described “project site”:

\$

G. Deductible(s):

\$

H. Special Conditions, Exclusions or Limitations applicable to this “Special Project”:

This endorsement modifies insurance provided under the following:

BUILDERS RISK COVERAGE FORM

CM-7188
(Ed. 12-06)

“VALUES AT RISK” REPORTING FORM

A. Additional Condition E.3. Coinsurance is replaced by the following:

“Values at Risk” Reporting Requirement

a. Reports

Within 30 days after the end of each Reporting Period, you must report the following to us for buildings and structures under construction at each “project site,” as of the last day of the Reporting Period. All monthly reports must be in writing on the forms provided by us.

- (1)** The address of the “project site”;
- (2)** The type of construction and intended occupancy;
- (3)** The total “Values at Risk” of the Covered Property;
- (4)** The date construction started; and
- (5)** If a project was completed during the month, the date of completion.

For the purposes of this report, the starting date of construction will be the date when you first put Covered Property at a temporary storage location or at the “project site.”

b. Rates and Premiums

(1) Premium Computation

Your Actual Premium for each Premium Adjustment Period will be computed by multiplying the applicable rate shown in the Declarations times the total “values at risk” reported for the Premium Adjustment Period.

(2) Premium Adjustment

(a) At the end of each Premium Adjustment Period we will apply the Actual Premium to the Deposit Premium until it is used up. You will then pay us the additional premium that exceeds the Deposit Premium. All additional premiums are due and payable as of the date of each Premium Adjustment.

(b) If at the end of the policy period the Actual Premium is less than the Deposit Premium we will pay you any unused amount of your Deposit Premium. But regardless of the Premium Adjustment we will keep the Minimum Earned Premium amount shown in the Declarations.

(3) Minimum Earned Premium

You must pay us at least the Minimum Earned Premium amount shown in the Declarations, regardless of the Premium Adjustment condition above. The Minimum Earned Premium condition does not apply if this policy is canceled as of its inception date.

(4) Cancellation

If this Coverage Form is cancelled before the end of the policy period, you must report to us the information required in **Section 1.a.** of this endorsement, as of the date the cancellation is effective.

We will compute the premium for less than a full Premium Adjustment Period on a pro rata basis.

c. Full Reporting Requirement

You must report the total “Values at Risk” at each “project site.” We will not pay the full amount of any “loss” or damage if the amount you reported as the total “Values at Risk” for the “project site” where the “loss” or damage occurred is less than the actual “Values at Risk” at that “project site.” This condition does not apply while Covered Property is in transit or at temporary storage locations. We will determine the most we will pay using the following steps:

- (1)** Divide the total “Values at Risk” reported for the “project site” by the actual “Values at Risk” at the “project site”;
- (2)** Multiply the total amount of “loss” or damage at the “project site,” before the application of any deductible, by the figure determined in Step **(1)**;
- (3)** Subtract the deductible from the figure determined in Step **(2)**.

We will pay the amount determined in Step (3) or the applicable Limit of Insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the "loss" yourself.

d. Reports and Records

You must keep accurate records of the values of Covered Property at risk at each "project site" covered under this Coverage Form and retain these records for three years after the expiration date of this policy.

e. Failure to Submit Reports

If you have failed to submit the required reports of value as of the time of "loss" or damage:

- (1) We will not pay more than the value for that "project site" included in your last report filed before the "loss" or damage; or
- (2) If you have not submitted any report(s) we will not pay more than 75% of the "Project Site" Limit of Insurance shown in the "Declarations."

We need not inform you that your reports are late or incorrect. If we do, you are not relieved of any penalty that may apply. If we accept reports that you file late:

- (1) You are not relieved of any penalty that may apply; and
- (2) We are not obliged to accept other reports late.

You may not correct inaccurate reports after "loss" or damage has occurred.

f. Reports in Excess of the Limit of Insurance

Although the reported "Values at Risk" will be used in computing the Actual Premium, we will not pay more than the applicable Limit of Insurance even if the values you report exceed the Limit of Insurance shown in the Declarations, unless, prior to a "loss", you request an increase in the Limit of Liability effective retroactive to the commencement of the "project site" involved.

B. The following is added to Section F. Definitions:

"Values at risk" means the value of Covered Property at all project sites, including temporary storage locations, as of the last day of each Reporting Period.

This endorsement modifies insurance provided under the following:

BUILDERS RISK COVERAGE FORM

**CM-7190
(Ed. 12-06)**

**WINDSTORM OR HAIL DEDUCTIBLE
("Values at Risk")**

SCHEDULE

Description and Location of "Project Site(s)":

Windstorm or Hail Deductible

Percentage Deductible:

Dollar Amount Deductible: \$

% subject to a Minimum Deductible of: \$

and a Maximum Deductible of: \$

The Windstorm or Hail Deductible as shown in the Schedule of this endorsement applies to "loss" or damage to Covered Property caused directly or indirectly by Windstorm or Hail, regardless of any other cause or event that contributes concurrently or in any sequence to the "loss" or damage. If "loss" or damage from a covered weather condition other than Windstorm or Hail occurs, and that "loss" or damage would not have occurred but for the Windstorm or Hail, such "loss" or damage shall be considered to be caused by Windstorm or Hail and therefore, part of the Windstorm or Hail occurrence.

With respect to Covered Property at a "project site" identified in the Schedule of this endorsement no other deductible applies to Windstorm or Hail.

The Windstorm or Hail Deductible applies whenever there is an occurrence of Windstorm or Hail.

WINDSTORM OR HAIL DEDUCTIBLE CLAUSE

When the Deductible for Windstorm or Hail is shown in the Schedule of this endorsement as a:

- (a)** Dollar amount, we will not pay for "loss" or damage to Covered Property in any one occurrence until the amount of the adjusted "loss" or damage before applying the applicable Limits of Insurance exceeds the Deductible. We will then pay the amount of the adjusted "loss" or damage in excess of the Deductible up to the applicable Limit of Insurance.
- (b)** Percentage, the Deductible amount will be the amount determined by multiplying the total "Values at Risk" at the time of "loss" or damage at the applicable "project site," by the Deductible percentage shown in the Schedule.

But this Deductible will not be:

- (1)** Less than the Minimum Deductible amount; or
- (2)** More than the Maximum Deductible amount

Shown in the Schedule of this endorsement.

We will not pay for "loss" or damage to Covered Property in any one occurrence until the amount of the adjusted "loss" or damage before applying the Limits of Insurance exceeds the Deductible amount. We will then pay the amount of the adjusted "loss" or damage in excess of the Deductible up to the applicable Limit of Insurance.

If two or more "project sites" sustain "loss" or damage, this Deductible is calculated separately for and applies to each "project site".

ANNUAL TRANSPORTATION COVERAGE DECLARATIONS

Policy Number	Policy Period From _____ To _____
<input type="checkbox"/> Basic form attached to CM-7302 – Annual Transportation Coverage Form – Basic <input type="checkbox"/> Special form attached to CM-7303 – Annual Transportation Coverage Form - Special	
LIMITS OF INSURANCE	
A. On COVERED PROPERTY while in custody of:	Limit of Insurance
1. Public or private truckmen;	\$
2. Any rail carrier or railway express agency;	\$
3. Any air carrier or air express company;	\$
4. Your owned vehicles or vehicles operated by you;	\$
5. All covered property for any one occurrence.	\$
COVERED PROPERTY Covered Property consists principally of	
DEDUCTIBLE The Deductible amount is \$	
THEFT COVERAGE <input type="checkbox"/> Theft Exclusion applies. Endorsement No. CM-7101	
REPORTING PROVISIONS <input type="checkbox"/> Apply <input type="checkbox"/> Do not apply	
Deposit Premium	\$
Minimum Annual Premium	\$
Rates	\$
Premium Base: <input type="checkbox"/> Values of goods shipped <input type="checkbox"/> Gross Annual Sales	
Reporting Period: <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually	
Premium Adjustment Period: <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually	
PREMIUM FOR THIS COVERAGE FORM \$	
SPECIAL PROVISIONS (if any)	

BAILEE'S CUSTOMERS DECLARATIONS

Policy Number	Policy Period From _____ To _____
<input type="checkbox"/> BASIC - Attach to CM-7304 – Bailees' Customer Coverage Form – Basic <input type="checkbox"/> SPECIAL - Attach to CM-7305 – Bailees' Customer Coverage Form – Special	
LIMITS OF INSURANCE	
A. PROPERTY AT YOUR PREMISES <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;">Location No.</div> <div style="width: 35%; text-align: right;">Limit of Insurance</div> </div> <div style="display: flex; justify-content: space-between;"> <div></div> <div style="text-align: right;">\$</div> </div> <div style="display: flex; justify-content: space-between;"> <div></div> <div style="text-align: right;">\$</div> </div> <div style="display: flex; justify-content: space-between;"> <div></div> <div style="text-align: right;">\$</div> </div>	
B. TEMPORARY LOCATIONS - Provides coverage at any unnamed location, owned, rented or controlled wholly or in part by you. Coverage is limited to a period of seventy-two hours to begin with the commencement of the use of such location by you in the conduct of your business.	
C. PROPERTY AT PREMISES OF OTHERS— which is not owned, rented or controlled wholly or in part by you and used by you in the conduct of your business.	
D. PROPERTY IN TRANSIT OF ANY ONE VEHICLE OR MESSENGER	
E. STORAGE COVERAGE ENDORSEMENT – CM-7102 Applies only if Location and Limit of Insurance are indicated.	
Location No.	Building No. <div style="display: flex; justify-content: space-between;"> <div></div> <div style="text-align: right;">Limit of Insurance</div> </div> <div style="display: flex; justify-content: space-between;"> <div></div> <div style="text-align: right;">\$</div> </div> <div style="display: flex; justify-content: space-between;"> <div></div> <div style="text-align: right;">\$</div> </div> <div style="display: flex; justify-content: space-between;"> <div></div> <div style="text-align: right;">\$</div> </div>
F. ALL COVERED PROPERTY AT ALL LOCATIONS	
DEDUCTIBLE The Deductible amount is \$	
REPORTING PROVISIONS: <input type="checkbox"/> Apply <input type="checkbox"/> Do not apply <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> Bailees' Coverage Premium Base </div> <div style="width: 50%;"> Storage Coverage Gross Receipts \$ Total Storage Values \$ </div> </div>	
Reporting Period <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually Adjustment Period <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually Deposit Premium \$ Minimum Annual Premium \$	
PREMIUM FOR THIS COVERAGE FORM \$	
SPECIAL PROVISIONS (if any)	

CONTRACTORS AND REPAIRMENS DECLARATIONS

Policy Number	Policy Period	From	To
<input type="checkbox"/> BASIC – Attached to CM 7306 – Contractors and Repairmens Coverage Form - Basic <input type="checkbox"/> SPECIAL – Attached to CM 7307 – Contractors and Repairmens Coverage Form - Special			
LIMITS OF INSURANCE		Limit of Insurance	
On GOODS OF CUSTOMERS while on your premises and/or while in transit on vehicles owned or operated by you, or while in the custody of carriers for hire at your direction.		\$	
On your MERCHANDISE and spare parts while in transit and/or while out on approval, trial demonstration, loan, or rental, and/or while in temporary storage at premises not owned or operated by you.		\$	
On PORTABLE TOOLS and equipment owned by you which are used in the conduct of your business, wherever located. The most we will pay with respect to any one tool or individual item is \$250 unless specifically described.		\$	
DEDUCTIBLE The Deductible amount is \$			
PREMIUM FOR THIS COVERAGE FORM		\$	
SPECIAL PROVISIONS (if any)			

FINE ARTS FLOATER COVERAGE DECLARATIONS

Attach to CM-7308 – Fine Arts Floater Coverage Form

Policy Number	Policy Period From To
LIMITS OF INSURANCE	
DESCRIPTION OF PROPERTY	Limit of Insurance
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	Total \$
<input type="checkbox"/> Property located at the premises of fair ground, national or international expositions. Location of Premises	
DEDUCTIBLE The Deductible amount is \$	
PREMIUM FOR THIS COVERAGE FORM \$	
SPECIAL PROVISIONS – Applicable only when (X) are shown <input type="checkbox"/> Breakage Coverage – Paragraph 2.e. of B – Exclusion of Form CM-7308 – Fine Arts Floater Coverage Form, is deleted. Applicable to items <input type="checkbox"/>	

INSTALLATION FLOATER DECLARATIONS
Attach CM-7312 – Installation Floater Coverage Form

Coverage Effective	Policy Number
Policy Period	From To
LIMITS OF INSURANCE	
	Limit of Insurance
Description of Installation of Project Site Job Site located at:	\$
Description of Installation or Project site Job Site located at:	\$
At any one Unnamed Installation or Project Site:	\$
Property in transit: \$50,000, unless otherwise indicated:	\$
Temporary Storage: \$50,000, unless otherwise indicated:	\$
Maximum Limit Any One Occurrence:	\$
Deductible: The Deductible Amount is: \$	
Reporting Provisions: <input type="checkbox"/> Apply <input type="checkbox"/> Do not apply	
Rate: \$	
Deposit Premium: \$	Minimum Earned Premium: \$
Premium Base:	<input type="checkbox"/> Estimated Gross Receipts: \$ <input type="checkbox"/> Other:
Reporting Period: <input type="checkbox"/> Annual <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly	
Premium Adjustment Period: <input type="checkbox"/> Annual <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly	
Coinsurance Provision: <input type="checkbox"/> Applies <input type="checkbox"/> Does Not Apply	
PREMIUM FOR THIS COVERAGE FORM \$	
Special Provisions (if any):	

COMPUPAK™ COVERAGE DECLARATIONS

Policy Number			Policy Period	
			From	To
A. LIMITS OF INSURANCE				
Loc. No.	Bldg. No.	Receptacle Type	Hardware Limit	Data and Media Limit
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
B. CompuPak – Extra Expense				
Loc. No.	Bldg. No.	Limits of Insurance		
		\$		
		\$		
		\$		
		\$		
		\$		
C. CompuPak – Business Income				
Loc. No.	Bldg. No.	Monthly Limitations	Limits of Insurance	
			\$	
			\$	
			\$	
			\$	
			\$	
DEDUCTIBLE				
The Basic Policy Deductible is \$. The Specific Causes of Loss Deductible is \$.				
PREMIUM FOR THIS COVERAGE PART \$				
SPECIAL PROVISIONS (IF ANY)				

CONTRACTORS EQUIPMENT COVERAGE FORM DECLARATIONS

Attach CM 73 63 – Contractors Equipment Coverage Form

Policy Number		Policy Period From _____ To _____											
<p style="text-align: center;">Covered Property</p> <p>We cover Contractors Equipment listed below or on the List of Contractors Equipment attached. The most we will pay for any one item of Contractors Equipment is the Limit of Insurance shown opposite that item. If the following box is checked, your signed and dated List of Contractors Equipment is on file with us. <input type="checkbox"/></p>													
<p style="text-align: center;">List of Contractors Equipment</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Item Number</th> <th style="width: 10%;">Model Year</th> <th style="width: 40%;">Manufacturer and Type of Equipment</th> <th style="width: 30%;">Model Number/Serial Number</th> <th style="width: 10%;">Limit of Insurance</th> </tr> </thead> <tbody> <tr> <td colspan="5" style="text-align: center; padding: 10px;">SEE SCHEDULE CM-7245 (if applicable)</td> </tr> </tbody> </table>				Item Number	Model Year	Manufacturer and Type of Equipment	Model Number/Serial Number	Limit of Insurance	SEE SCHEDULE CM-7245 (if applicable)				
Item Number	Model Year	Manufacturer and Type of Equipment	Model Number/Serial Number	Limit of Insurance									
SEE SCHEDULE CM-7245 (if applicable)													
<p style="text-align: center;">Additional Coverages</p> <p>"Substitute Equipment": \$ _____</p> <p>Rental Expense: \$ _____ per policy period, \$ _____ per day</p> <p>Newly Acquired Property: \$ _____</p> <p>Unscheduled Equipment: \$ _____ Any one item, \$ _____ Any one occurrence \$ _____ deductible</p> <p>"Employee" Tools & Work Clothing: \$ _____ Any One "Employee", \$ _____ For All "Employees" \$ _____ deductible</p>													
<p style="text-align: center;">Limit of Insurance for All Covered Property in Any One Occurrence</p> <p>The most we will pay in any one occurrence is the Limit of Insurance for All Covered Property in Any One Occurrence: \$ _____</p>													
<p style="text-align: center;">Deductible</p> <p>Deductible: \$ _____</p>													
<p style="text-align: center;">Coinsurance</p> <p>Coinsurance Percentage: ____</p>													
<p style="text-align: center;">Rates And Premiums</p> <p><input type="checkbox"/> Non-Reporting <input type="checkbox"/> Reporting Policy \$ _____ Reporting Policy Rate</p> <p>\$ _____ Premium \$ _____ Deposit Premium \$ _____ Minimum Annual Premium</p>													
<p>Special Provisions (if any)</p> 													

BUILDERS RISK COVERAGE FORM DECLARATIONS

Attach CM 73 64 – Builders Risk Coverage Form

Policy Number:	Policy Period: From _____ To _____
Covered Property	
We cover only those buildings and structures while in the course of construction shown below or described in the Reporting Forms you submit to us:	
Description and Location of "Project Site" (Address, No. of stories, construction intended occupancy and protection grade. If Reporting Form, provide a general description of Covered Property.) SEE SUPPLEMENTAL DECLARATIONS CM-7247	
Limits of Insurance	
\$	Temporary Structures at the "Project Site." The limit is \$50,000 unless otherwise stated.
\$	At any temporary storage location. The limit is \$50,000 unless otherwise stated.
\$	Covered Property in transit. The limit is \$50,000 unless otherwise stated.
\$	"Soft Costs" Coverage
\$	"Business Income" including "Rental Income" Coverage
\$	Maximum Any One Occurrence
Superceding Limits	
When indicated by an "X" in the applicable box below, the indicated limit supercedes the limit of coverage indicated elsewhere in the Builders' Risk Coverage Form (CM7364)	
<input type="checkbox"/> Pollutant Cleanup and Removal \$ <input type="checkbox"/> Fire Department Service Charge \$ <input type="checkbox"/> Costs to Refill Fire Protection Devices \$ <input type="checkbox"/> Valuable Papers \$	<input type="checkbox"/> Trees, Shrubs, Plants or Lawns: <div style="text-align: right; padding-right: 20px;">per "loss" \$</div> <div style="text-align: right; padding-right: 20px;">per item \$</div> <input type="checkbox"/> Scaffolding Re-erection \$ <input type="checkbox"/> Debris Removal
Deductible	
Deductible: \$ The deductible for this Coverage Form is \$500 unless otherwise stated.	
Waiting Period	
Days	The Waiting Period for "Business Income" including "Rental Income" Coverage is five (5) days unless otherwise stated.
Days	The Waiting Period for "Soft Costs" Coverage is five (5) days unless otherwise stated.
Rates And Premiums	
<input type="checkbox"/> Non Reporting \$	Premium
<input type="checkbox"/> Reporting – Rates and Premiums are shown on Builders Risk Reporting Form Supplemental Declarations	
Special Provisions (if any)	

BUILDERS RISK COVERAGE FORM SUPPLEMENTAL DECLARATIONS

Policy Number:	Policy Period: From To	
Covered Property		
We cover only those buildings and structures while in the course of construction shown below or described in the Reporting Forms you submit to us:		
Description and Location of "Project Site" (Address, No. of stories, construction intended occupancy and protection grade).	"Project Site" Limit of <u>Insurance</u> \$	
Existing Structure	\$	
Description and Location of "Project Site" (Address, No. of stories, construction intended occupancy and protection grade).	"Project Site" Limit of <u>Insurance</u> \$	
Existing Structure	\$	
Description and Location of "Project Site" (Address, No. of stories, construction intended occupancy and protection grade).	"Project Site" Limit of <u>Insurance</u> \$	
Existing Structure	\$	
Special Provisions (if any)		

BUILDERS RISK REPORTING FORM SUPPLEMENTAL DECLARATIONS

Policy Number:		Policy Period: From To	
Rates			
Construction Type	Rate (per \$100)	Construction Type	Rate (per \$100)
Frame	\$	Masonry Non-Combustible	\$
Joisted Masonry	\$	Fire Resistive	\$
Non-Combustible	\$	Other	\$
Rates shown above are <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual			
Reports and Premiums			
Deposit Premium:		Reporting Period:	
Minimum Annual Premium:		Premium Adjustment Period:	
Premium Base: <input type="checkbox"/> "Completed Value" <input type="checkbox"/> "Values at Risk"			
Special Provisions (if any)			

COMMERCIAL INLAND MARINE COVERAGE PART DECLARATIONS

Policy Number:		Policy Period	
		From	To
Location of All Premises You Own, Rent or Occupy:			
SEE SCHEDULE GU-7005			
ITEM NO.	<u>LIMIT OF INSURANCE</u>	<u>DEDUCTIBLE</u>	<u>DESCRIPTION</u>
SEE APPLICABLE COVERAGE FORM DECLARATION			
DEDUCTIBLE:			
SEE APPLICABLE COVERAGE FORM DECLARATION			
MORTGAGE HOLDERS:			
SEE SCHEDULE GU-7006 and/or GU-7007			
FORM(S) AND ENDORSEMENT(S) APPLICABLE TO THIS COVERAGE PART:			
SEE SCHEDULE GU-7004			
TOTAL PREMIUM FOR THIS COVERAGE PART \$			

COMMERCIAL INLAND MARINE SCHEDULED ITEMS COVERAGE PART

Policy Number	Policy Period
	From To

<u>ITEM NO.</u>	<u>LIMIT OF INSURANCE</u>	<u>DESCRIPTION</u>
---------------------	-------------------------------	--------------------

MISCELLANEOUS COVERAGE FORM DECLARATIONS

Policy Number	Policy Period From _____ To _____												
ADDITIONAL COVERAGE DESCRIPTION:													
LIMITS OF INSURANCE COVERAGE APPLICABLE AT YOUR PREMISES <div style="display: flex; justify-content: space-between;"> <div style="width: 70%;">Location No. _____</div> <div style="width: 25%; text-align: right;">Limit of Insurance</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div></div> <div style="text-align: right;">\$</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div></div> <div style="text-align: right;">\$</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div></div> <div style="text-align: right;">\$</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div></div> <div style="text-align: right;">\$</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div></div> <div style="text-align: right;">\$</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div></div> <div style="text-align: right;">Total - \$</div> </div>													
SCHEDULED ITEMS													
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; width: 15%;">ITEM NO.</th> <th style="text-align: left; width: 25%;">LIMIT OF INSURANCE</th> <th style="text-align: left; width: 60%;">DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td colspan="3" style="text-align: center; padding-top: 10px;"><u>SEE ATTACHED SUPPLEMENTAL SCHEDULE CM-7257 (IF APPLICABLE)</u></td> </tr> </tbody> </table>		ITEM NO.	LIMIT OF INSURANCE	DESCRIPTION	<u>SEE ATTACHED SUPPLEMENTAL SCHEDULE CM-7257 (IF APPLICABLE)</u>								
ITEM NO.	LIMIT OF INSURANCE	DESCRIPTION											
<u>SEE ATTACHED SUPPLEMENTAL SCHEDULE CM-7257 (IF APPLICABLE)</u>													
DEDUCTIBLE The Deductible amount is \$ _____													
COINSURANCE The Coinsurance percentage is _____													
REPORTING PROVISIONS <input type="checkbox"/> Apply <input type="checkbox"/> Do not apply													
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Deposit Premium</td> <td style="width: 30%; text-align: right;">\$</td> </tr> <tr> <td>Minimum Annual Premium</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Rates</td> <td style="text-align: right;">\$</td> </tr> <tr> <td colspan="2">Premium Base:</td> </tr> <tr> <td>Reporting Period:</td> <td> <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually </td> </tr> <tr> <td>Premium Adjustment Period:</td> <td> <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually </td> </tr> </table>		Deposit Premium	\$	Minimum Annual Premium	\$	Rates	\$	Premium Base:		Reporting Period:	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually	Premium Adjustment Period:	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually
Deposit Premium	\$												
Minimum Annual Premium	\$												
Rates	\$												
Premium Base:													
Reporting Period:	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually												
Premium Adjustment Period:	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually												
PREMIUM FOR THIS COVERAGE FORM \$ _____													
SPECIAL PROVISIONS (if any)													

CONTRACTORS EQUIPMENT COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us," and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **F** – Definitions.

A. Coverage

We will pay for direct physical "loss" of or damage to Covered Property from any of the Covered Causes of Loss.

1. Covered Property

Covered Property means Contractors Equipment described in the Declarations or in your List of Contractors Equipment on file with us.

2. Property Not Covered

- a. Aircraft, watercraft and vehicles designed and principally used to transport property or persons over public roads;
- b. Property while underwater or property while waterborne unless on public vessels with scheduled routes;
- c. Property while in a cofferdam or while underground in mining, tunneling or similar operations;
- d. Property leased, rented or loaned to others, unless:
 - (1) The others have agreed in writing to be responsible for the "loss" or damage to the property; or
 - (2) The property is to be operated by you or your "employee" when in use.
- e. Contraband, or property in the course of illegal transit or trade.

3. Covered Causes of Loss

Covered Causes of Loss means risks of direct physical "loss" or damage to Covered Property except those Causes of Loss listed in the Exclusions.

4. Additional Coverages

a. Newly Acquired Property

If during the policy period you purchase, or lease additional equipment on a "long term" basis, we will cover such equipment for up to 60 days, but not beyond the end of the policy period.

Unless otherwise stated in the Declarations, the most we will pay for "loss" or damage for your Newly Acquired Property is \$100,000.

You will report values of such property to us within 60 days from the date you take possession and will pay any additional premium due. If you do not report such property, coverage will cease automatically 60 days after the date the property is acquired or at the end of the policy period, whichever occurs first.

The Coinsurance Additional Condition does not apply to your Newly Acquired Property.

This Additional Coverage does not increase the Limit of Insurance for All Covered Property in Any One Occurrence shown in the Declarations.

b. Debris Removal

- (1) We will pay your expenses to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical "loss" or damage.
- (2) The most we will pay for debris removal expense is 25% of
 - (a) The amount we pay for the direct physical "loss" or damage to Covered Property; plus
 - (b) The deductible in this policy applicable to that "loss" or damage.

But if:

- (a) The sum of direct physical loss or damage and debris removal expense exceeds the Limit of Insurance; or
- (b) The debris removal expense exceeds the amount payable under the 25% limitation,
We will pay up to an additional \$25,000 in any one occurrence under the Debris Removal Additional Coverage.

(3) This Additional Coverage does not apply to costs to:

- (a) Extract "pollutants" from land or water; or
- (b) Remove, restore, or replace polluted land or water.

This Additional Coverage does not increase the Limit of Insurance for All Covered Property in Any One Occurrence shown in the Declarations.

c. Pollutant Cleanup and Removal

- (1) We will pay your expenses to extract "pollutants" from land or water if the discharge, dispersal, seepage, migration, release, or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.
- (2) This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting "pollutants" from the land or water.
- (3) The most we will pay under this Additional Coverage is \$10,000 for the sum of all such expenses arising out of Covered Causes of Losses occurring during each separate 12 month period of this policy.

This Additional Coverage does not increase the Limit of Insurance for All Covered Property in Any One Occurrence shown in the Declarations.

d. "Substitute Equipment"

- (1) We will pay for "loss" or damage to "Substitute Equipment" caused by or resulting from a Covered Cause of Loss. Coverage will start when you assume responsibility for the "Substitute Equipment", and will end at the earlier of the following dates:
 - (a) when your rental expense for the "Substitute Equipment" ends; or
 - (b) policy expiration date.
- (2) We will also pay for "loss" or damage while "Substitute Equipment" is in transit to or from the owner if you are responsible for the "Substitute Equipment" at the time of "loss" or damage.

Unless otherwise stated in the Declarations, the most we will pay for "loss" or damage to "Substitute Equipment" in any one occurrence is \$100,000.

This Additional Coverage does not increase the applicable Limit of Insurance for All Covered Property in Any One Occurrence shown in the Declarations.

e. Rental Expense

- (1) We will pay your necessary expenses to rent "substitute equipment" during the period of time that:
 - (a) Begins three (3) "working days" after you report the "loss" or damage to us; and
 - (b) Ends when the damaged Covered Property:
 - (i) Has been repaired or replaced;
 - (ii) Has been restored to service; or
 - (iii) The need for "substitute equipment" no longer exists,Whichever comes first.

Unless otherwise stated in the Declarations, the most we will pay under this Additional Coverage is \$500 a day, not to exceed \$15,000 in any one policy period.

Our payment will not be limited by the expiration of this policy.

You and we agree that Covered Property involved in the "loss" will be repaired promptly.

This Additional Coverage does not increase the applicable Limit of Insurance for All Covered Property in Any One Occurrence shown in the Declarations.

f. Fire Department Service Charge

When a fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay for your liability for fire department service charges:

- (1) Assumed by contract or agreement prior to "loss"; or
- (2) Required by local ordinance.

The most we will pay under this Additional Coverage is \$5,000.

A deductible does not apply to this Additional Coverage.

g. Costs to Refill Fire Protection Devices

We will pay the costs you incur to recharge or refill fire protection devices that are discharged as a result of a Covered Cause of Loss.

The most we will pay under this Additional Coverage is \$5,000.

A deductible does not apply to this Additional Coverage.

h. "Employee" Tools and Work Clothing

We will pay for "loss" or damage to tools and work clothing belonging to your "employees" for which you may be legally or contractually responsible while such tools and work clothing are located at job sites or while in transit to or from job sites in your vehicles.

The most we will pay for "loss" or damage:

- (1) For any one "employee" is \$1,000 unless otherwise stated in the Declarations; and
- (2) In any one occurrence is \$25,000 unless otherwise stated in the Declarations.

This Additional Coverage does not increase the Limit of Insurance for All Covered Property in Any One Occurrence shown in the Declarations.

Unless a different amount is shown in the Declarations, a deductible of \$500 applies to this coverage.

The Coinsurance Additional Condition does not apply to this Additional Coverage.

i. Expendable Supplies

We will pay for "loss" of or damage to fuel, oil, grease and similar expendable supplies usual to your operations, resulting from a Covered Cause of Loss.

We will not pay more than \$2,500 in any one occurrence, unless such items are specifically listed in the Declarations or in your List of Contractors Equipment on file with us.

The Coinsurance Additional Condition does not apply to this Additional Coverage.

This Additional Coverage does not increase the Limit of Insurance for All Covered Property in Any One Occurrence shown in the Declarations.

j. Unscheduled Equipment

We will pay for "loss" of or damage to Contractors Equipment you own which is not specifically listed in the Declarations or in your List of Contractors Equipment on file with us.

Unless otherwise stated in the Declarations, the most we will pay for "loss" or damage:

- (1) To any one item of Unscheduled Equipment is \$1,000.

However, we will not pay for "loss" or damage to any item of Unscheduled Equipment, if the value of that item, at the time of "loss" or damage, is greater than the Any One Item of Unscheduled Equipment Limit of Insurance.

- (2) In any one occurrence is \$25,000.

Unless a different amount is shown in the Declarations, a deductible of \$500 applies to this Additional Coverage.

The Coinsurance Additional Condition does not apply to this Additional Coverage.

This Additional Coverage does not increase the Limit of Insurance for All Covered Property in Any One Occurrence shown in the Declarations.

B. Exclusions

- 1. We will not pay for "loss" or damage caused directly or indirectly by any of the following. Such "loss" or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss" or damage.

a. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for "loss" or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Form.

b. Nuclear Hazard

(1) Nuclear reaction or radiation, or radioactive contamination, however caused.

(2) But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for the direct "loss" or damage caused by that fire.

c. War and Military Action

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

Exclusions **B.1.a.** through **B.1.c.** apply whether or not the "loss" event results in widespread damage or affects a substantial area.

2. We will not pay for "loss" or damage caused by or resulting from any of the following:

a. Delay, loss of use, loss of market or any other consequential loss;

b. Shortage found upon taking inventory or unexplained disappearance;

c. Dishonest or criminal act committed by:

(1) You, any of your partners, "employees," directors, trustees, or authorized representatives;

(2) A manager or a member if you are a limited liability company;

(3) Anyone else with an interest in the property, or their "employees" or authorized representatives; or

(4) Anyone else to whom the property is entrusted for any purpose.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons or such acts occur during the hours of employment.

This exclusion does not apply to Covered Property that is entrusted to others who are carriers for hire or to acts of destruction by your "employees." But theft by "employees" is not covered.

d. Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense;

e. Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of "loss";

f. Artificially generated current creating a short circuit or other electrical disturbance within the Covered Property. But we will pay for direct physical "loss" caused by resulting fire or explosion;

g. Unauthorized instructions to transfer Covered Property to any person or to any place.

3. We will not pay for "loss" or damage caused by or resulting from any of the following. But if "loss" or damage by a Covered Cause of Loss results, we will pay for the "loss" or damage caused by that Covered Cause of Loss.

a. Wear and tear, depreciation;

b. Any quality in the property that causes it to damage or destroy itself, hidden or latent defect, gradual deterioration;

c. Corrosion, rust;

d. Dampness or dryness of atmosphere, extremes of temperature, freezing or overheating;

e. Mechanical or electrical breakdown or failure of the Covered Property;

f. Insects, vermin, rodents.

C. Limits Of Insurance

1. The most we will pay for "loss" or damage:

a. For any one item of Covered Property is the Limit of Insurance shown for that item in the Declarations or in your List of Contractors Equipment on file with us;

b. For more than one item of Covered Property is the total of the Limits of Insurance shown for those items in the Declarations or in your List of Contractors Equipment on file with us;

c. For Additional Coverages is the Limit of Insurance applicable to that Additional Coverage.

2. The limits applicable to Additional Coverages are in addition to the Limits of Insurance, unless noted otherwise.

The most we will pay for "loss" or damage in any one occurrence, no matter how many items of equipment, Additional Coverages, protected persons, property owners or financial interests are involved, is the Limit of Insurance for All Covered Property in Any One Occurrence shown in the Declarations. This limit applies to all "losses", expenses and salvage charges combined.

D. Deductible

1. The deductible for this Coverage Part is \$500 unless otherwise stated in the Declarations.
2. We will not pay for "loss" or damage in any one occurrence until the amount of the adjusted "loss" or damage, before applying the applicable Limits of Insurance, exceeds the applicable Deductible. We will then pay the amount of the adjusted "loss" or damage in excess of the Deductible, up to the applicable Limit of Insurance.
3. Certain Coverages are subject to separate Deductibles as shown in the Declarations.

If two (2) or more Deductible amounts apply to the same occurrence only the largest applicable Deductible amount shall be applied.

E. Additional Conditions

The following conditions apply in addition to the **Commercial Inland Marine Conditions** and the **Common Policy Conditions**:

1. Coverage Territory

We cover property wherever located within the United States of America, its territories and possessions and Canada.

2. Coinsurance

- a. The Coinsurance Percentage is 80% unless otherwise stated in the Declarations.
- b. We will not pay the full amount of any "loss" or damage if the value of an item of Covered Property at the time of "loss" or damage times the Coinsurance percentage is greater than the Limit of Insurance for the item.

Instead, we will determine the most we will pay using the following steps:

- (1) Multiply the value of the item of Covered Property at the time of "loss" or damage by the Coinsurance percentage;
- (2) Divide the Limit of Insurance of the property by the figure determined in Step (1);
- (3) Multiply the total amount of "loss" or damage, before the application of any deductible, by the figure determined in Step (2);
- (4) Subtract the deductible from the figure determined in Step (3).

We will pay the amount determined in Step (4) or the Limit of Insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the "loss" yourself.

If one Limit of Insurance applies to two or more separate items, this condition will apply to the total of all property to which the limit applies.

The Coinsurance Additional Condition does not apply to items leased, rented or borrowed from others, unless they are described in the Declarations or in your list of Contractors Equipment on file with us.

3. Right of Recovery From Others

If by any act or agreement after a "loss" you impair our right to recover from others liable for the "loss", we will not pay you for that "loss".

F. Definitions

1. **"Employees"** means people who work for you in the conduct of your ordinary activities in return for a salary, wages or commissions. In order to be considered an "employee," a person must be subject to your exclusive direction in the performance of his or her activities. Brokers, factors, commission merchants, consignees, contractors, subcontractors and agents are not considered to be "employees".

2. **"Long term"** means six (6) consecutive months or more.
3. **"Loss"** means accidental loss or damage.
4. **"Pollutants"** means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
5. **"Substitute equipment"** means Contractors Equipment items you must rent due to "loss" or damage to Covered Property, caused by or resulting from a Covered Cause of Loss. "Substitute equipment" items are only those items that are:
 - (1) Necessary to continue your work in progress at the time of the "loss" or damage; and
 - (2) Needed because you do not have idle equipment that can do the same work.
6. **"Working day"** means a period of twenty-four (24) consecutive hours of a normally scheduled workday beginning at the midnight following the time of the direct physical "loss" or damage.

Installation Floater Coverage Form

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered. Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the "Declarations". The words "we", "us" and "our" refer to the Company providing this insurance. Other words and phrases that appear in quotation marks have special meaning. Refer to **Section F - Definitions**.

A. Coverage

We will pay for direct physical "loss" of or damage to Covered Property from a Covered Causes of loss.

1. Covered Property

Covered Property means property that you are installing, constructing, erecting or rigging as part of your installation or construction project at the "project site(s)" described in the "Declarations". Covered Property further means property that is owned by you or for which you are legally responsible, primarily consisting of:

- a. Materials, supplies, equipment, machinery and fixtures intended to become a permanent part of the installation, construction, erection or rigging at the "project site(s)" described in the "Declarations".

We will cover this property while:

- (1) At the "project site," awaiting, during and after installation, construction, erection or rigging;
- (2) In temporary storage at a location not owned or operated by you, and not described in the "Declarations"; and
- (3) In the due course of transit.

2. Property Not Covered

Covered Property does not include:

- a. Previously existing buildings or structures to which additions, alterations, improvements, renovations or repairs are being made;
- b. Tools, contractors equipment, automobiles, water-craft, aircraft or any other property not intended to become a permanent part of the building(s) or structure(s) at the "project site(s)";
- c. Land (including land on which the Covered Property is located) or water;
- d. Contraband, or property in the course of illegal transportation or trade;
- e. Property while airborne, except while in the custody of a scheduled air carrier;
- f. Property while waterborne, except while in transit in the custody of a carrier for hire;
- g. Lawns, trees, shrubs or plants when outside of buildings, except as provided in the **Additional Coverages** section.

3. Covered Causes of "loss"

Covered Causes of "loss" means Risks of Direct Physical "loss" or damage to Covered Property, except those causes of "loss" listed in the Exclusions.

4. Additional Coverages

Unless otherwise indicated, the policy deductible applies to the Additional Coverages listed below. Coinsurance Provisions do not apply to coverages provided under this **Additional Coverages** section.

a. Debris Removal

We will pay your expenses to remove debris of Covered Property caused by or resulting from a Covered Cause of loss that occurs at a covered "project site" during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical "loss" or damage.

The most we will pay for debris removal expense is 25% of

- (1) The amount we pay for the direct physical "loss" or damage to Covered Property; plus
- (2) The deductible in this policy applicable to that "loss" or damage.

But if:

- (a) the sum of direct physical "loss" or damage and debris removal expense exceeds the Limit of Insurance; or
- (b) the debris removal expense exceeds the amount payable under the 25% limitation, we will pay up to an additional \$25,000 in any one occurrence under the Debris Removal Additional Coverage.

Therefore, if (a) and/or (b) apply, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus \$25,000.

This Additional Coverage does not apply to costs to:

- (i) Extract "pollutants" from land or water; or
- (ii) Remove, restore or replace polluted land or water.

b. Preservation of Property

If it is necessary to move Covered Property from the described "project site(s)" to preserve it from "loss" or damage by a Covered Cause of loss, we will pay for any direct physical "loss" or damage to that property:

- (1) While it is being moved or while temporarily stored at another location; and
- (2) Only if the "loss" or damage occurs within 30 days after the property is first moved. This Coverage does not extend past the date on which this policy expires.

c. Pollutant Cleanup and Removal

We will pay your expenses to extract "pollutants" from land or water if the discharge, dispersal, seepage, migration, release, or escape of the "pollutants" is caused by or results from a Covered Cause of loss that occurs at a covered "project site" during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting "pollutants" from the land or water.

The most we will pay under this Additional Coverage for each described "project site(s)" is \$10,000 for the sum of all such expenses arising out of Covered Causes of loss occurring during each separate 12 month period of this policy.

d. Fire Department Service Charge

When a fire department is called to save or protect Covered Property at a covered "project site(s)" from a Covered Cause of loss, we will pay for your liability for fire department service charges (1) assumed by contract or agreement prior to "loss"; or (2) required by local ordinance. The most we will pay for "loss" or damage in any one occurrence under this Additional Coverage is \$10,000. A deductible does not apply to this Additional Coverage.

e. Costs to Refill Fire Protection Devices

We will pay the costs you incur to recharge or refill fire protection devices that are discharged as a result of loss or damage or threatened loss or damage to Covered Property by a Covered Cause of loss at a covered "project site(s)". The most we will pay for "loss" or damage in any one occurrence under this Additional Coverage is \$10,000. A deductible does not apply to this Additional Coverage.

f. Valuable Papers

We will pay your costs to research, replace or restore the lost information on lost or damaged "Valuable Papers" including those which exist on electronic or magnetic media for which duplicates do not exist. Such documents must be lost or damaged by a Covered Cause of loss at the "project site(s)". The most we will pay for "loss" or damage in any one occurrence under this Additional Coverage is \$25,000.

g. Trees, Shrubs, Plants, Sodding or Lawns

We will pay for "loss" or damage to trees, shrubs, plants, sodding or lawns outside of buildings at the "project site(s)" described in the "Declarations", if the "loss" or damage is caused by a Covered Cause of loss at the "project site(s)". The most we will pay for "loss" or damage under this Additional Coverage is \$10,000, including Debris Removal, but not more than \$500 for any one tree, shrub, plant, sodding or lawn. These limits apply to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

h. Scaffolding Re-erection

We will pay the cost of re-erecting scaffolding used by you at the "project site(s)", provided the re-erection is necessary to complete the project and is made necessary by "loss" or damage caused by or resulting from a Covered Cause of loss. The most we will pay for this Additional Coverage is \$10,000.

i. Cold Testing

We will pay for physical "loss" or damage to Covered Property at a covered "project site" caused by or resulting from cold testing. Cold testing means the examination of the component parts of equipment or machinery by electrical, mechanical, hydraulic, hydrostatic and pneumatic testing. Cold testing also includes the start up and testing of building systems. Cold testing does not include:

- (1) "Hot testing";
- (2) Any form of testing of machinery or equipment designed for the production of electrical energy or steam; or
- (3) Any form of testing conducted on buildings and structures, including their machinery and equipment, designed to be used for manufacturing, fabrication, assembly or processing of any kind.

j. Limited Fungus Coverage

We will pay for direct physical "loss" to Covered Property at a covered "project site" caused by or relating to the existence of or any activity of "fungus".

We will only cover "loss" caused by "fungus":

- (1) when the "fungus" is the result of a "specified cause of loss" other than fire or lightning that occurs during the policy period; and
- (2) if all reasonable steps were taken to protect the property from additional damage at and after the time of the occurrence.

The most we will pay for the sum of all losses at all "project site(s)" is \$15,000. The Limited Fungus Limit applies regardless of the number of claims made. The Limited Fungus Limit applies regardless of the number of locations, buildings or structures, or projects insured under this policy. The Limited Fungus Limit is the most that we will pay for the total of all "loss" or damage arising out of all occurrences of "specified cause(s) of loss", other than fire or lightning, during each separate 12-month period beginning with the inception date of this policy.

If the policy period is extended for an additional period of less than 12 months, this additional period will be considered part of the preceding period for the purpose of determining the Limited Fungus Limit.

The Limited Fungus Limit is the most that we will pay with respect to a specific occurrence of a "loss" which results in "fungus" even if such "fungus" recurs or continues to exist during this or any future policy period.

The Limited Fungus Limit also applies to any cost or expense to:

- (1) clean up, contain, treat, detoxify, or neutralize "fungus" on Covered Property or remove "fungus" from Covered Property;
- (2) remove and replace those parts of Covered Property necessary to gain access to "fungus"; and
- (3) test for the existence or level of "fungus" following the repair, replacement, restoration, or removal of damaged property if it is reasonable to believe that "fungus" is present.

If there is a covered "loss" or damage to Covered Property not caused by "fungus", "loss" payment will not be limited by the terms of this coverage extension. However, to the extent that "fungus" causes an increase in the "loss", that increase is subject to the terms of this coverage extension.

k. Contract Penalty

We will pay for the cost of contractual penalties for non-completion that you are assessed or are required to pay because you are unable to complete work on a covered installation or construction project in accordance with the terms or conditions of the installation or construction contract.

Your inability to complete your installation or construction project on time must be as a direct result of "loss" or damage to Covered Property by a Covered Cause of "loss".

The most we will pay in any one occurrence for all contractual penalties is \$10,000, unless a higher limit of insurance for Contract Penalty is shown in the Declarations..

A deductible does not apply to this Additional Coverage.

l. Sewer Backup Coverage

We will cover direct physical "loss" to Covered Property at a "project site" caused by:

- (1) water that backs up through a sewer or drain; or
- (2) water below the surface of the ground including water that exerts pressure on or flows, seeps or leaks through or into a covered building or structure.

The most we will pay for "loss" or damage in any one occurrence caused by sewer backup and water below the surface is \$5,000.

m. Expediting Expenses

When, as a result of Covered Cause of loss at a "project site", you will not be able to complete or finish the construction or installation on time, we will cover additional project expenses to finish the work, provided the expenses incurred are reasonable and allow you to make the contracted completion date. Such expense will include, but will not be limited to, costs to expedite replacement parts or materials, additional labor expense and rental expense for additional equipment if necessary. The most we will pay for any one "loss" under this Additional Coverage is \$5,000, unless a higher limit of insurance for Expediting Expenses is shown in the Declarations. A deductible does not apply to this Additional Coverage.

n. Temporary Structures

We will pay for "loss" of or damage to temporary structures owned by you or for which you are legally responsible, provided no other insurance applies to these items. Temporary structures consist of office trailers, storage trailers, fencing, scaffolding, construction forms, cribbing or false work built or erected at the "project site(s)" described in the "Declarations" and used in your installation, fabrication or erection. The most we will pay for any one "loss" under this Additional Coverage is \$10,000.

B. Exclusions

1. We will not pay for "loss" or damage caused directly or indirectly by any of the following. Such "loss" or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss" or damage.

a. Governmental Action

Seizure or destruction of property by order of governmental authority. But we will pay for "loss" or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Form.

b. Nuclear Hazard

- (1) Nuclear reaction or radiation, or radioactive contamination, however caused.
- (2) But if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the direct "loss" or damage caused by that fire.

c. War and Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

d. Ordinance or Law

- (1) The enforcement of any ordinance or law;
 - (a) Regulating the construction, use or repair of any property; or
 - (b) Requiring the tearing down of any property, including the cost of removing its debris.
- (2) This exclusion applies whether the "loss" or damage results from
 - (a) An ordinance or law that is enforced even if the property has not been damaged; or
 - (b) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following a physical "loss" or damage to that property,

e. Earth Movement

- (1) Any earth movement (other than "sinkhole collapse"), such as an earthquake, landslide, mine subsidence or earth sinking, rising or shifting. But if earth movement results in fire or explosion, we will pay for the "loss" or damage caused by that fire or explosion.
- (2) Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion, results in fire, building glass breakage, or volcanic action, we will pay for the "loss" or damage caused by that fire, building glass breakage, or volcanic action. Volcanic action means direct "loss" or damage resulting from the eruption of a volcano when the "loss" or damage is caused by:
 - (a) Airborne volcanic blast or airborne shock waves;
 - (b) Ash, dust or particulate matter; or
 - (c) Lava flow.

All volcanic eruptions that occur within any 168-hour period will constitute a single occurrence. Volcanic action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical "loss" or damage to Covered Property. This exclusion does not apply to property in transit.

f. Water

- (1) "Flood";
- (2) Water under the ground surface pressing on, or flowing or seeping through:
 - (a) Foundations, walls, floors, or paved surfaces;
 - (b) Basements, whether paved or not; or
 - (c) Doors, windows, or other openings.

except as provided under **Additional Coverages – Sewer Backup Coverage**.

But we will pay for direct "loss" or damage caused by ensuing fire, explosion or theft if these causes of "loss" would be covered under this Coverage Form. This exclusion does not apply to property in transit.

g. Fungus

Except as provided under **Additional Coverages- Limited Fungus Coverage**, we do not pay for "loss", cost or expense caused by or relating to the existence of or any activity of "fungus". But if "fungus" results in a "specified peril", we cover "loss" or damage caused by that "specified peril". This exclusion does not apply to:

- (1) "loss" that results from fire or lightning; or
- (2) Collapse caused by hidden decay.

Exclusions B.1.a. through B.1.g. apply whether or not the "loss" event results in widespread damage or affects a substantial area.

2. We will not pay for "loss" or damage caused by or resulting from any of the following:

- a. Delay, loss of use, loss of market, loss of occupancy, loss of contract, interruption of your business or any other consequential "loss".
- b. Dishonest or criminal acts committed by:
 - (1) You, any of your partners, "employees", directors, trustees, or authorized representatives;
 - (2) A manager or a member if you are a limited liability company;
 - (3) Anyone else with an interest in the property, or their "employees" or authorized representatives; or
 - (4) Anyone else to whom the property is entrusted for any purpose.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons or such acts occur during the hours of employment. This exclusion does not apply to Covered Property that is entrusted to others who are carriers for hire or to acts of destruction by your "employees". But theft by "employees" is not covered.

- c. Shortage found upon taking inventory.
- d. Unexplained disappearance. This exclusion does not apply to property in the custody of a carrier for hire.

- e. Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:
 - (1) You do your best to maintain adequate heat in the building or structure; or
 - (2) You drain the equipment and shut off the supply if the heat is not maintained.
 - f. Explosion, rupture or bursting of steam boilers, steam pipes, steam turbines or steam engines; but this exclusion applies only to "loss" or damage to the steam boiler, steam pipe, steam turbine or steam engine in which the "loss" or damage occurred.
 - g. Discharge, dispersal, seepage, migration, release or escape of "pollutants".
 - h. Testing, except as provided in the **Additional Coverages** section.
 - i. Neglect to use all reasonable means to save and preserve property from further damage at and after the time of "loss".
 - j. Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
 - k. Unauthorized instructions to transfer property to any person or to any place.
 - l. Error, omission or deficiency in design or specifications. But we will pay for direct "loss" caused by resulting fire or explosion.
3. We will not pay for "loss" or damage caused by or resulting from any of the following. But if "loss" or damage by a Covered Cause of loss results we will pay for the "loss" or damage caused by that Covered Cause of loss.
- a. Collapse or weather conditions. But this exclusion only applies if weather conditions or collapse contributes concurrently or in any sequence with a cause or event excluded in Exclusions B.1., above, to produce the "loss" or damage.
 - b. Acts or decisions including the failure to act or decide, of any person, group organization or governmental body.
 - c. Faulty, inadequate or defective:
 - (1) Planning, zoning, development, surveying or siting;
 - (2) Workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - (3) Materials used in repair, construction, renovation, or remodeling; or
 - (4) Maintenance of part or all of any property wherever located.
 - d. Gradual deterioration, depreciation, obsolescence, hidden or latent defect, any quality in the property that causes it to damage or destroy itself, wear and tear, corrosion, rust, mold, rot, dampness or dryness of atmosphere, freezing or extremes in temperature, insects, rodents, birds or other animals.
 - e. Settling, shrinking, cracking, bulging or expansion of foundations, pavements, sidewalks, driveways, walls, floors, patios, roofs, or ceilings.
 - f. Mechanical breakdown or failure, including rupture or bursting caused by centrifugal force.
 - g. Artificially generated electrical current, including electric arcing that disturbs electrical devices, appliances or wires.
4. We will not pay for:
- a. Any "loss" or damage covered under any guarantee, warranty, or similar obligation (expressed or implied) by any contractor, manufacturer or supplier. This exclusion applies whether or not such contractor, manufacturer or supplier is an Insured under this policy.
 - b. Penalties for non-completion of or delay in completion of any contract or failure to comply with contract conditions, except as provided under **Additional Coverages – k. Contract Penalty**.

C. Limits of Insurance

1. The most we will pay for "loss" or damage in any one occurrence is:
- a. The applicable Limit of Insurance for each coverage shown in the "Declarations"; and
 - b. The amounts stated in this Coverage Form to be in addition to the Limits of Insurance.
- The most we will pay for all losses in any one occurrence no matter how many "project site(s)", additional coverages, protected persons, property owners or financial interests are involved is the Maximum Any One Occurrence Limit of Insurance shown in the "Declarations", irrespective of any additional coverages granted in the forms and endorsements attached to this policy. This limit applies to all losses, expenses and salvage charges combined.
2. Payments under the following **Additional Coverages** will not increase the applicable Limit of Insurance:
- a. Debris Removal,
 - b. Preservation of Property,
 - c. Cold Testing.
- The limits applicable to all other **Additional Coverages** are in addition to the Limits of Insurance.

D. Deductible

1. We will not pay for "loss" or damage in any one occurrence until the amount of the adjusted "loss" or damage before applying the applicable Limits of Insurance exceeds the Deductible shown in the "Declarations". We will then pay the amount of the adjusted "loss" or damage in excess of the Deductible, up to the applicable Limit of Insurance.
2. Certain Coverages may be subject to separate Deductibles as shown in the "Declarations"

3. If two (2) or more Deductible amounts apply to the same occurrence only the largest applicable Deductible amount shall be applied.

E. Additional Conditions

The following conditions apply in addition to the Commercial Inland Marine Conditions and the Common Policy Conditions.

1. Coverage Territory

We cover property wherever located within the United States of America, its territories and possessions and Canada.

2. When Coverage Begins and Ends

Coverage begins when you acquire an interest in the Covered Property, but not before the Coverage effective date shown in the "Declarations".

Coverage ends at the earliest of the following:

- a. When your interest in the property ceases;
- b. When your work, or any portion of your work, is accepted as completed by the owner or purchaser;
- c. When the policy expires or is canceled;
- d. Ninety days (90) after the project has been completed or is substantially completed and is usable for its intended purpose, provided no work on the project has taken place during that period;
- e. When you abandon the construction of the project with no intention to complete it; or
- f. Thirty days (30) after the property is put to its intended use, either in whole or part, other than for testing purposes. If there are multiple buildings or structures at a "project site(s)", the termination of coverage will apply separately to each building or structure.

3. Coinsurance Provision

If the "Declarations" of this policy indicate that Coinsurance Provision Apply, then the Covered Property must be insured for 100% of its "completed value".

We will not pay the full amount of any "loss" or damage if the Limit of Insurance for Covered Property at the "project site(s)" at the time of "loss" or damage is less than the "completed value" for Covered Property at that "project site(s)". We will determine the most we will pay using the following steps:

- a. Divide the Limit of Insurance for Covered Property at applicable "project site(s)" by the "completed value" of the Covered Property at that "project site(s)";
- b. Multiply the total amount of "loss" or damage to Covered Property at the "project site(s)", before the application of any deductible, by the figure determined in Step a.;
- c. Subtract the deductible from the figure determined in Step b.

We will pay the amount determined in Step c. or the applicable Limit of Insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the "loss" yourself.

This Coinsurance Provision does not apply to the following coverages: Transit, Temporary Storage, or to coverages provided under the **Additional Coverages** section of this policy.

4. Valuation

The General Condition, Valuation in the Commercial Inland Marine Conditions is replaced by the following:

- a. The value of the Covered Property will be the Replacement Cost of that property without deduction for depreciation. The value of Covered Property will include labor, reasonable profit and overhead.
- b. We will not pay more for "loss" or damage on a Replacement Cost basis than the least of:
 - (1) The Limit of Insurance applicable to the lost or damaged property;
 - (2) The cost to replace, on the same "project site(s)", the lost or damaged property with other property:
 - (a) Of comparable material and quality; and
 - (b) Used for the same purposes; or
 - (3) The amount you actually spend that is necessary to repair or replace the lost or damaged property.
- c. We will not pay on a replacement cost basis for any "loss" or damage:
 - (1) Until the lost or damaged property is actually repaired or replaced; and
 - (2) Unless the repairs or replacement are made as soon as reasonably possible after "loss" or damage.
- d. You may make a claim for "loss" or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have "loss" or damage settled on an actual cash value basis, you may still make a claim for the additional coverage which replacement cost provides if you notify us of your intent to do so within 180 days after the "loss" or damage.
- e. The cost of repair or replacement does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.

In the event of "loss" or damage, the value of the Covered Property will be determined as of the time of the "loss" or damage.

5. Reporting Clause

- a. The provisions of the Reporting Clause apply only if designated in the policy "Declarations". If so designated, you agree to report to us the premium base information for the reporting period indicated in the policy "Declarations". The report must be sent to us no later than the fifteenth (15) day of the following month.

Premium for each Premium Adjustment Period will be determined by applying the rate shown in the "Declarations" to each \$100 of the premium base figure(s).

The premium shown in the "Declarations" is a deposit premium. If the total earned premium for the policy term is less than the deposit, the difference will be returned subject to the Minimum Earned Premium indicated in the "Declarations".

If you have failed to submit the required reports as of the time of "loss", and the premium base is value of Covered Property, we will not pay more than the lesser of:

- (1) 75% of the amount we would have otherwise paid; or
- (2) The amount included in your last report. Although the reported value will be used in computing premium (when the premium base is value of Covered Property), we will not pay more than the applicable Limit of Insurance shown in the "Declarations".

6. Minimum Earned Premium

If you cancel this policy prior to the expiration date shown in the "Declarations", you must pay at least the Minimum Earned Premium shown in the "Declarations". This Additional Condition does not apply if this policy is canceled as of its effective date.

7. Transfer of Rights of Recovery Against Others To Us

The "loss" Condition, Transfer of Rights of Recovery Against Others To Us in the Commercial Inland Marine Conditions is replaced by the following:

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after "loss" to impair them. But you may waive your rights against another party in writing prior to a "loss" to your Covered Property.

This will not restrict your insurance.

F. Definitions

1. **"Completed Value"** means the total value of the Covered Property at the end of the construction period, including the cost of materials (and materials furnished by others), labor, reasonable profit and overhead.
2. **"Declarations"** means all Declarations, Supplemental Declarations, Lists or Schedules attached to this Coverage Form.
3. **"Employees"** means people who work for you in the conduct of your ordinary activities in return for a salary, wages or commissions. In order to be considered an "employee", a person must be subject to your exclusive direction in the performance of his or her activities. Brokers, factors, commission merchants, consignees, contractors, subcontractors and agents are not considered to be "employees".
4. **"Flood"** means:
 - a. Flood, surface water, waves, tides, tidal waves, overflow of any body of water or their spray, all whether driven by wind or not;
 - b. Mudslide or mud flow; and
 - c. Water that backs up from a sewer, drain or sump.
5. **"Fungus"** means:
 - a. A fungus, including but not limited to mildew and mold;
 - b. A protest, including but not limited to algae and slime mold;
 - c. Wet rot and dry rot;
 - d. A bacterium; or
 - e. A chemical, matter or compound produced or released by a fungus, a protest, wet rot, dry rot or a bacterium including but not limited to toxins, spores, fragments and metabolites such as microbial volatile organic compounds.
6. **"Hot testing"** means the start up, commissioning, examination, experiment or trial of property such as boilers, ovens, stoves, turbines, generators, pumps, process equipment or equipment of a similar nature to prove their ability to function. "Hot testing" includes any form of testing making use of any feedstock, including operational tests, performance tests and other testing, including cold testing, performed in conjunction with "hot testing".
7. **"Limit"** means the amount of Coverage that applies.
8. **"Loss"** means accidental "loss" or damage.
9. **"Pollutants"** means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
10. **"Project Site(s)"** means the premises, shown in the "Declarations" or described in the Report Forms you submit to us, where Covered Property will be permanently located at the completion of the construction, erection or fabrication.
11. **"Specified causes of 'loss'"** means the following: fire, lightning, explosion, windstorm or hail, smoke, aircraft or vehicles, riot or civil commotion, vandalism, leakage from fire extinguishing equipment, sinkhole collapse, volcanic action, falling objects, weight of snow, ice or sleet, water damage.

Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of "loss" does not include:

- a. The cost of filling sinkholes;
- b. Sinking or collapse of land into manmade underground cavities.

Falling objects does not include "loss" to:

- i. Personal property in the open; or
- ii. The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.

Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of any part of a system or appliance (other than a sump system including related equipment and parts) containing water or steam.

12. **"Valuable Papers"** means inscribed, printed or written documents or records including deeds, maps, mortgages, blueprints, mechanical drawings, designs, specifications, site plans and similar documents related to the construction of the building(s) or structure(s) described in the "Declarations". However, "Valuable Papers" does not mean:

- a. "Money" or "Securities";
- b. Converted Data;
- c. Programs or instructions used in your data processing operation, including the materials on which the data is recorded.

MOTOR TRUCK CARGO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties, and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the "Declarations". The words "we," "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **F** – Definitions.

A. Coverage

We will pay for your legal liability as a "carrier", under bills of lading, contracts of carriage or other shipping receipts issued by you or on your behalf, for "loss" to Covered Property from any of the Covered Causes of Loss.

1. Covered Property

Covered Property, as used in this Coverage Form, means lawful goods and merchandise that are the property of others in your care, custody, or control, while in the "due course of transit."

If a limit is shown in the Terminal Coverage section of the Declarations, Covered Property also means lawful goods and merchandise that are property of others in your care, custody, or control, while in storage at the terminal.

2. Property Not Covered

Covered Property does not include:

- a. Contraband or property in the course of illegal transportation or trade;
- b. Accounts, bills, deeds, evidences of debt, letters of credit, passports, documents, tickets, manuscripts, blueprints, money, currency, notes, securities, jewelry, precious stones, precious metals or bullion;
- c. Paintings, statues, or other fine arts;
- d. Animals, except death or destruction directly resulting from, or made necessary by, a Covered Cause of Loss;
- e. Goods or merchandise in storage that you have agreed to store under warehouse receipts or written contracts;
- f. Intermodal containers, trailers, or other carrying conveyances;
- g. Property carried gratuitously or as an accommodation;
- h. Property for which no bill of lading or shipping receipt has been issued;
- i. Fur and fur trimmed garments;
- j. Import shipments:
 - (1) when discharged from the import conveyance; or
 - (2) when ocean marine insurance ceases;whichever occurs last;
- k. Export shipments:
 - (1) after placed on the outbound conveyance; or
 - (2) when ocean marine insurance applies to the shipmentwhichever occurs first.

3. Covered Causes of Loss

Covered Causes of Loss means Risks of Direct Physical Loss to Covered Property, except those Causes of Loss listed in the Exclusions.

4. Additional Coverages

a. Loading and Unloading

We will pay for "loss" to Covered Property caused by or resulting from any of the Covered Causes of Loss, if the "loss" occurs while the Covered Property is being:

(1) Loaded into or onto; or

(2) Unloaded from;

A "vehicle" by one or more of your employees.

This Additional Coverage does not increase the Limits of Insurance provided by this Coverage Form.

b. General Average and Salvage

We will pay for general average and salvage charges or expenses for which you are legally liable as a result of a "loss" which is covered by this Coverage Form.

This Additional Coverage does not increase the Limits of Insurance provided by this Coverage Form.

c. Earned Freight

We will pay your earned freight charges that you cannot collect from others because of a covered "loss" to Covered Property.

The most we will pay in any one occurrence is \$2,500.

This Additional Coverage is in addition to the applicable Limits of Insurance provided by this Coverage Form.

d. Moving Equipment

(1) We will pay for "loss" caused by or resulting from any of the Covered Causes of Loss to van pads, covers, dollies, hand trucks, pallets, containers, and other similar equipment, excluding motorized equipment, you use to handle and ship Covered Property.

(2) The most we will pay under this Additional Coverage in any one occurrence is the lesser of the following amounts:

(a) 10% of the Limit of Insurance for any one "vehicle"; or

(b) \$2,500.

(3) No Deductible applies to this Additional Coverage.

This Additional Coverage is in addition to the applicable Limits of Insurance provided by this Coverage Form.

e. Spare Parts

We will pay for "loss" caused by or resulting from any of the Covered Causes of Loss to spare parts carried in or on any one "vehicle." The most we will pay under this Additional Coverage in any one occurrence is \$1,000.

No Deductible applies to this Additional Coverage.

This Additional Coverage is in addition to the applicable Limits of Insurance provided by this Coverage Form.

f. Debris Removal

(1) We will pay your expenses to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical "loss" or damage.

(2)(a) The most we will pay for debris removal expense is 25% of:

(i) The amount we pay for the direct physical "loss" or damage to Covered Property; plus

(ii) The Deductible in this Coverage Form applicable to that "loss" or damage.

This limit does not increase any applicable Limits of Insurance provided by this Coverage Form.

(b) But, if either:

(i) The sum of direct physical "loss" or damage and debris removal expense exceeds the applicable Limits of Insurance; or

(ii) The debris removal expense exceeds the amount payable under the 25% limitation in subparagraph (2)(a) above;

We will pay up to an additional \$5,000 for each described "terminal" location or for any one "vehicle" in any one occurrence.

- (3) This Additional Coverage does not apply to costs to:
- (a) Extract "pollutants" from land or water; or
 - (b) Remove, restore, or replace polluted land or water.

g. Pollutant Clean Up and Removal

We will pay your expenses to extract "pollutants" from land or water if the discharge, dispersal, seepage, migration, release, or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most we will pay under this Additional Coverage is \$10,000 for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy.

This Additional Coverage is in addition to the applicable Limits of Insurance provided by this Coverage Form.

h. Preservation of Property

If it is necessary to move Covered Property to preserve it from "loss" or damage by a Covered Cause of Loss, we will pay for any direct physical "loss" or damage to that property:

- (1) While it is being moved or while temporarily stored at another premises; and
- (2) Only if the "loss" occurs within 30 days after the property is first moved.

This Additional Coverage does not increase the Limits of Insurance provided by this Coverage Form.

i. Additional Expenses to Load or Unload Cargo

If it becomes necessary to unload Covered Property from one "vehicle" and re-load the Covered Property onto another "vehicle" due to the overturn or collision of the "vehicle", we will pay any additional expenses you incur to re-load the Covered Property. We will pay for these additional expenses whether or not the Covered Property itself has sustained direct physical damage.

The most we will pay under this Additional Coverage is \$1,000 for the sum of all covered expenses.

This Additional Coverage does not increase the Limit of Insurance provided by this Coverage Form.

j. Terminal Coverage

(1) We will pay for "loss" to Covered Property caused by or resulting from any of the Covered Causes of Loss, while in temporary storage at any owned terminal location, or any terminal location owned by others for which you have a written agreement for storage. The most we will pay under this Additional Coverage is the Limit shown in the Terminal Coverage section of the Declarations.

(2) **If Coverage is shown for a specific location** in the Terminal Coverage section of the Declarations, we will also pay for "loss" to Covered Property caused by or resulting from any of the Covered Causes of Loss while at any Unnamed Locations. The most we will pay under this Additional Coverage is \$10,000 unless a higher limit of insurance for Unnamed Location is shown in the Declarations.

Limits are in addition to the applicable Limits of Insurance provided by this Coverage Form.

B. Exclusions

1. We will not pay for "loss" or damage caused directly or indirectly by any of the following. Such "loss" or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss" or damage.

a. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for "loss" or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Form.

b. Nuclear Hazard

- (1) Any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination however caused.

But we will pay for direct "loss" caused by resulting fire if the fire would be covered under this Coverage Form.

c. War and Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

Exclusion **B.1.a.** through **B.1.c.** apply whether or not the "loss" event results in widespread damage or affects a substantial area.

2. We will not pay for "loss" caused by or resulting from any of the following:

- a.** Delay, loss of use, loss of market, or any other consequential loss.
- b.** Dishonest or criminal acts committed by:
 - (1) you, any of your partners, employees, directors, trustees, or authorized representatives;
 - (2) A manager or a member if you are a limited liability company;
 - (3) Anyone else with an interest in the property, their "employees" or authorized representatives; or
 - (4) Any one else to whom the property is entrusted for any purpose.

This exclusion applies whether or not:

- (a) such persons are acting alone or in collusion with other persons, or
- (b) such acts occur during the hours of employment.

This exclusion does not apply to Covered Property that is entrusted to others who are carriers for hire or to acts of destruction by your employees.

c. Spoilage, contamination, freezing, or rusting, unless caused by or resulting from:

- (1) Fire, lightning, or explosion;
 - (2) Windstorm;
 - (3) Accidental collision of a "vehicle" with any other "vehicle" or object, excluding, however, contact with any portion of the road bed, curbing, rails, or ties of a street or railroad, any stationary object while backing for loading and unloading, and excluding any collision of the load with any object;
 - (4) Overturning of the vehicle;
 - (5) Collapse or bridges or culverts; or
 - (6) Theft.
- d.** Rain, sleet, hail, or snow whether driven by wind or not.
 - e.** Riots, or civil commotion, including:
 - (1) Acts of striking employees while occupying your premises, and
 - (2) Looting, occurring at the time and place of a riot or commotion.
 - f.** Your liability for the payment of any fines, assessments, damages, attorneys' fees, court costs, or any other penalties which you shall be required to pay as a result of your violation of any law or regulation relating to any delay in the payment, denial, or settlement of any claim for "loss."

C. Limits of Insurance

The most we will pay for in any one occurrence:

- 1.** For each Additional Coverage is the Limit of Insurance applicable to that Additional Coverage;
- 2.** For Covered Property:
 - a.** In or on any one "vehicle" is the Limit of Insurance for any one "vehicle", whether or not such "vehicle" is at a "terminal" location shown in the Coverage Form Declarations;
 - b.** In or at a "terminal" location is the Limit of Insurance for that "terminal" location; and
- 3.** For all "loss" combined is the Limit of Insurance for any one occurrence; as shown in this Coverage Form Declarations.

D. Deductible

1. The deductible for this Coverage Part is \$500 unless otherwise stated in the Declarations.
2. We will not pay for "loss" or damage in any one occurrence until the amount of the adjusted "loss" or damage, before applying the applicable Limits of Insurance, exceeds the applicable Deductible. We will then pay the amount of the adjusted "loss" or damage in excess of the Deductible, up to the applicable Limit of Insurance.
3. The policy deductible also applies to coverages provided under the **Additional Coverages** section of this form, unless indicated otherwise.

If two (2) or more Deductible amounts apply to the same occurrence only the largest applicable Deductible amount shall be applied.

E. Additional Conditions

Commercial Inland Marine Loss Conditions **B.** and **G.** and General Conditions **C.** and **E.** do not apply to this Coverage Form.

The following conditions apply in addition to the Commercial Inland Marine Conditions and the Common Policy Conditions.

1. Policy Period, Coverage Territory

- a. We cover "loss" commencing:
 - (1) During the policy period shown in the policy Declarations; and
 - (2) Within the Coverage Territory.
- b. The Coverage Territory is:
 - (1) The United States of America; and
 - (2) Canada.

2. Excess Insurance

You agree that no excess insurance over and above the Limits of Insurance of this policy shall be provided by any other policy. If you do have such excess insurance, we will pay only our share of the covered "loss". Our share is the proportion that the applicable Limit of Insurance under this Coverage Form bears to the Limits of Insurance of all insurance covering the same "loss".

3. Additional Duty in the Event of Loss

The following is added to Commercial Inland Marine Loss Condition **C.**, Duties in the Event of Loss:

11. Except at your own cost, you will not voluntarily make a payment or assume any obligation for any claim made against you without our written consent.

4. Your Reimbursement of Us

If we pay a "loss" because of any special endorsement required by law, the Interstate Commerce Commission, any Public Utilities Commission, Corporation Commission, or Railroad Commission, which we would not have been liable for under the terms of this Coverage Form, you will fully reimburse us for our payments along with any additional expenses we incur in connection with it. You will reimburse us within 10 days of the date we notify you of such "loss."

5. Valuation

Commercial Inland Marine General Condition **E.**, Valuation is replaced by the following:

- a. Property under invoice. The value of property under invoice will be the least of the following:
 - (1) The value of the property shown on the invoice;
 - (2) The value of the property shown in the bill of lading or shipping receipt;
 - (3) The cost of reasonably repairing the property to its condition immediately before "loss"; or
 - (4) The cost of replacing the property with substantially similar property.
- b. Property not under invoice. The value of property not under invoice will be the least of the following:
 - (1) The actual cash market value of the property at the place of the "loss";
 - (2) The value of the property shown in the bill of lading or shipping receipt;
 - (3) The cost of reasonably repairing the property to its condition immediately before "loss"; or
 - (4) The cost of replacing the property with substantially similar property.

In the event of "loss", the value of the property will be determined as to the time of "loss".

F. Definitions

1. **"Carrier"** means a contract or public truckman or motor transportation company, including any connecting public truckman or motor transportation company.
2. **"Due Course of Transit"** begins with the actual movement of Covered Property from the point of shipment bound for a specific destination or while awaiting such movement, but only if the Covered Property is in your care, custody, or control. Transit continues during the ordinary, reasonable and necessary stops, interruptions and delays or transfers incidental to the route and method of shipment, including rest periods taken by the driver(s) or messengers. Transit ends when the goods are:
 - a. Delivered to; or
 - b. Accepted by or on behalf of the consignee at destination.
3. **"Loss"** means accidental loss or damage.
4. **"Pollutants"** means any Covered Property that becomes a solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned, or reclaimed.
5. **"Terminal"** means a building, including the legal boundaries of the property, for the handling of freight as it is transferred between transporting conveyances, for not exceeding 30 days from the date of arrival, but in no event to exceed the period of time for which you are liable.
6. **"Vehicle"** means any automobile, van, truck, tractor, trailer, semi-trailer or any combination of these while they are connected.

This endorsement modifies insurance provided under the following:

MOTOR TRUCK CARGO COVERAGE FORM

CM-7401
(Ed. 12-06)

REPORTING ENDORSEMENT

Schedule

Reporting Period:	() Monthly	() Quarterly	() Annually	() Semi-Annual
Premium Adjustment	() Monthly	() Quarterly	() Annually	() Semi-Annual
Premium Base	Rate			
"Gross Receipts"	\$		per \$100	
Mileage	\$		per mile	
Other	\$		per	
Deposit Premium	\$			
Minimum Annual Premium	\$			

A. Reports

Within 30 days after the end of the Reporting Period shown above, you must report to us the amount of the Premium Base shown above that have accrued for your trucking operations during the Reporting Period.

B. Earned Premium Computation

We will compute the earned premium for the Reporting Period by applying the rate shown above to the Premium Base you report to us.

2. Premium Adjustment

- a. When the Annual Reporting Period is shown above, we will compare the earned premium to the Deposit Premium shown above. If it is more than the Deposit Premium, you will pay us the difference. If it is less than the Deposit Premium, we will pay you the difference.
- b. When any other Reporting Period is shown above, we will apply the earned premium to the Deposit Premium until the Deposit Premium is used up. You will then pay us all earned premiums that exceed the Deposit Premium.

C. Minimum Premium

The total annual earned premium for this coverage will not be less than the Minimum Annual Premium shown above. In the event that the earned premium, which is calculated as described in paragraph **B.2.**, Premium Adjustment, is less than the Minimum Annual Premium, you must pay us the difference.

D. Failure to Submit Receipts

If you do not send us a report when it is due or if you do not pay us any earned premium in excess of the Deposit Premium when due, we will cancel this policy for non-payment of premium. We will provide notice of cancellation as required by the Cancellation Common Policy Condition applicable to this policy.

E. Reports Due When Policy Canceled

In the event that this policy is canceled, you will report the amount of Premium Base that has accrued between the last day of the last Reporting Period and the effective date of cancellation. You will pay us any earned premium in excess of the Deposit Premium, subject to the Minimum Annual Premium.

F. Additional Definition

"Gross Receipts" means the charges you have earned for transporting the Covered Property under Bills of Lading issued by you or on your behalf, including:

1. Charges for packing;
2. Charges for loading and unloading; and
3. All other surcharges.

BAILEES CUSTOMERS COVERAGE FORM DECLARATIONS**National Cleaners Association Program**

Attach to CM-7371 - Bailees Customers Coverage Form - Special

POLICY NUMBER	POLICY PERIOD From _____ To _____ 12:01 A.M. Standard Time															
LIMITS OF INSURANCE																
<table style="width: 100%;"> <tr> <td style="width: 70%;">PROPERTY AT YOUR PREMISES Prem. No. _____ Bldg. No. _____</td> <td style="width: 30%; text-align: right;">LIMIT OF INSURANCE \$ <u>NO LIMIT COVERAGE</u></td> </tr> <tr> <td>PROPERTY AT PREMISES OF OTHERS</td> <td style="text-align: right;">\$ <u>NO LIMIT COVERAGE</u></td> </tr> <tr> <td>PROPERTY IN TRANSIT</td> <td style="text-align: right;">\$ <u>NO LIMIT COVERAGE</u></td> </tr> <tr> <td>PROPERTY IN STORAGE <input type="checkbox"/> Attach Storage Coverage Endorsement CM-7102 Prem. No. _____ Bldg. No. _____</td> <td></td> </tr> <tr> <td>FURS AND PROPERTY TRIMMED WITH FUR</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td>ALL COVERED PROPERTY IN ANY ONE OCCURRENCE</td> <td style="text-align: right;">\$ <u>NO LIMIT COVERAGE</u></td> </tr> </table>		PROPERTY AT YOUR PREMISES Prem. No. _____ Bldg. No. _____	LIMIT OF INSURANCE \$ <u>NO LIMIT COVERAGE</u>	PROPERTY AT PREMISES OF OTHERS	\$ <u>NO LIMIT COVERAGE</u>	PROPERTY IN TRANSIT	\$ <u>NO LIMIT COVERAGE</u>	PROPERTY IN STORAGE <input type="checkbox"/> Attach Storage Coverage Endorsement CM-7102 Prem. No. _____ Bldg. No. _____		FURS AND PROPERTY TRIMMED WITH FUR	\$ _____	ALL COVERED PROPERTY IN ANY ONE OCCURRENCE	\$ <u>NO LIMIT COVERAGE</u>			
PROPERTY AT YOUR PREMISES Prem. No. _____ Bldg. No. _____	LIMIT OF INSURANCE \$ <u>NO LIMIT COVERAGE</u>															
PROPERTY AT PREMISES OF OTHERS	\$ <u>NO LIMIT COVERAGE</u>															
PROPERTY IN TRANSIT	\$ <u>NO LIMIT COVERAGE</u>															
PROPERTY IN STORAGE <input type="checkbox"/> Attach Storage Coverage Endorsement CM-7102 Prem. No. _____ Bldg. No. _____																
FURS AND PROPERTY TRIMMED WITH FUR	\$ _____															
ALL COVERED PROPERTY IN ANY ONE OCCURRENCE	\$ <u>NO LIMIT COVERAGE</u>															
DEDUCTIBLE The Deductible amount is \$ _____ per occurrence.																
REPORTS AND PREMIUM REPORTING PROVISIONS: <input type="checkbox"/> Apply <input type="checkbox"/> Do Not Apply <table style="width: 100%;"> <tr> <td style="width: 33%;">PREMIUM BASE:</td> <td style="width: 33%;">BAILEES COVERAGE \$ _____ Gross Receipts</td> <td style="width: 33%;">STORAGE COVERAGE \$ _____ Total Storage Values</td> </tr> <tr> <td>RATE per \$100:</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>REPORTING PERIOD:</td> <td colspan="2"><input type="checkbox"/> Monthly <input type="checkbox"/> Annual</td> </tr> <tr> <td>PREMIUM ADJUSTMENT PERIOD:</td> <td colspan="2"><input type="checkbox"/> Monthly <input type="checkbox"/> Annual</td> </tr> <tr> <td>MINIMUM EARNED PREMIUM:</td> <td colspan="2">\$ _____</td> </tr> </table>		PREMIUM BASE:	BAILEES COVERAGE \$ _____ Gross Receipts	STORAGE COVERAGE \$ _____ Total Storage Values	RATE per \$100:	_____	_____	REPORTING PERIOD:	<input type="checkbox"/> Monthly <input type="checkbox"/> Annual		PREMIUM ADJUSTMENT PERIOD:	<input type="checkbox"/> Monthly <input type="checkbox"/> Annual		MINIMUM EARNED PREMIUM:	\$ _____	
PREMIUM BASE:	BAILEES COVERAGE \$ _____ Gross Receipts	STORAGE COVERAGE \$ _____ Total Storage Values														
RATE per \$100:	_____	_____														
REPORTING PERIOD:	<input type="checkbox"/> Monthly <input type="checkbox"/> Annual															
PREMIUM ADJUSTMENT PERIOD:	<input type="checkbox"/> Monthly <input type="checkbox"/> Annual															
MINIMUM EARNED PREMIUM:	\$ _____															
SPECIAL PROVISIONS																
1. – 7. See form CM-7426 - Dry Cleaners Extensions 8. If endorsement CM-7118 is included in the Forms and Endorsements section of CM-7010 Commercial Inland Marine Coverage Part, then item 3.a.(1) Property of others is deleted from endorsement CM-7118.																

MISCELLANEOUS PROPERTY FLOATER COVERAGE DECLARATIONS**STORAGE, TRANSPORTATION AND PADDOCK PROGRAM**

Attach to CM-7429 – Miscellaneous Property Floater Coverage Form - Special

Policy Number	Policy Period	From	To
LIMITS OF INSURANCE			
Description of Property	Limit of Insurance		
	\$		
	\$		
	\$		
	\$		
	\$		
	\$		
	\$		
	\$		
	\$		
	\$		
	\$		
	\$		
	\$		
COVERAGE EXTENSIONS			
Trailers	\$		
Parts/Wheels/Tools/Equipment	\$		
Equipment Leased or Rented From Others	\$ 25,000		
Newly Acquired Equipment	\$ 25,000		
Rental Reimbursement – Daily Limit	\$ 500		
Rental Reimbursement (Any One Policy Period)	\$ 10,000		
Rental Reimbursement Waiting Period (Hours)	72		
Expendable Supplies	\$ 5,000		
MAXIMUM ANY ONE OCCURRENCE	\$		
DEDUCTIBLE			
The Deductible amount is \$			
PREMIUM FOR THIS COVERAGE FORM		\$	
SPECIAL PROVISIONS .			

BAILEES CUSTOMERS COVERAGE FORM – SPECIAL

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words “you” and “your” refer to the Named Insured shown in the Declarations. The words “we”, “us” and “our” refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION H - DEFINITIONS**.

A. COVERAGE

We will pay for direct physical “loss” to Covered Property caused by or resulting from any Covered Cause of Loss.

1. COVERED PROPERTY

Covered Property, as used in this Coverage Form, means all goods or articles accepted by you for cleaning, renovating, processing, dyeing, repairing or laundering (the property of your customers).

Covered Property includes the customary charges made by you that have been earned on lost or damaged Covered Property.

2. PROPERTY NOT COVERED

Covered Property does not include:

- a. Goods held for storage or for which a storage charge is made unless a Limit of Insurance for Storage is indicated in the Declarations.

The following shall not be considered goods held for storage:

- (1) Covered Property held by you without instruction from your customers to hold on storage, or
- (2) Property accepted for storage but only while in cleaning process or being transported by you between your plant or branch stores and agencies or the premises of your customers.
- b. Goods in the custody of other dyers, cleaners, or laundries unless a Limit of Insurance for Property at Premises of Others is indicated in the Declarations.
- c. Fur or garments trimmed with fur, except as provided under the Coverage Extension for Furs and Garments Trimmed With Fur.
- d. Accounts, bills, currency, deeds, money, notes, securities and evidence of debt.
- e. Your furniture, fixtures, office supplies, improvements and betterments, machinery, tools, fittings, patterns, dies, molds and models.
- f. Contraband or property in the course of illegal transportation or trade.

3. COVERED CAUSES OF LOSS

Covered Causes of Loss means RISKS OF DIRECT PHYSICAL “LOSS” to Covered Property except those Causes of “Loss” listed in the Exclusions.

4. ADDITIONAL COVERAGE - COLLAPSE

We will pay for “Loss” caused by or resulting from risks of direct physical “loss” involving collapse of a building or any part of a building caused only by one or more of the following:

- a. The “Specified Causes of Loss,” all only as covered in this Coverage Form;
- b. Hidden decay;
- c. Hidden insect or vermin damage;
- d. Weight of people or personal property;
- e. Weight of rain that collects on a roof;

- f. Use of defective materials or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

This Additional Coverage will not increase the Limits of Insurance provided in this Coverage Form.

5. COVERAGE EXTENSIONS

a. FURS AND GARMENTS TRIMMED WITH FUR

If a Limit of Insurance is indicated in the Declarations, Covered Property includes furs and garments trimmed with fur.

If no Limit of Insurance is shown in the Declarations, furs and garments trimmed with fur are Property Not Covered.

b. DRY CLEANING, LAUNDERING OR PRESSING FAULTY WORKMANSHIP

We will pay for damage caused by you as a result of faulty, inadequate or defective workmanship or materials caused to Covered Property in your care, custody and control for dry cleaning, laundering or pressing.

We will not pay for "loss" in any one occurrence until the amount of loss or damage exceeds \$500. We will then pay the amount of loss or damage in excess of this deductible up to 25% of the Limit of Insurance for the Covered Property at the location where the "loss" occurred.

c. DEBRIS REMOVAL

(1) We will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical "loss".

(2) The most we will pay under this Coverage Extension is 25% of:

(a) The amount we pay for the direct physical "loss" to Covered Property; plus

(b) The deductible in this policy applicable to that "loss".

But this limitation does not apply to any additional Debris Removal provided in the Limits of Insurance Section.

(3) This Coverage Extension does not apply to costs to:

(a) Extract "pollutants" from land or water; or

(b) Remove, restore or replace polluted land or water.

d. PRESERVATION OF PROPERTY

If it is necessary to move Covered Property from the described premises to preserve it from "loss" by a Covered Cause of Loss we will pay for any direct physical "loss" to that property:

(1) While it is being moved or while temporarily stored at another location; and

(2) Only if the "loss" occurs within 10 days after the property is first moved.

e. FIRE DEPARTMENT SERVICE CHARGE

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$1,000 for your liability for fire department service charges:

(1) Assumed by contract or agreement prior to "loss"; or

(2) Required by local ordinance.

No deductible applies to this Coverage Extension.

f. POLLUTANT CLEANUP AND REMOVAL

We will pay your expense to extract "pollutants" from land or water at the described premises if the release, discharge or dispersal of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical "loss".

The most we will pay for each location under this Coverage Extension is \$10,000 for the sum of all such expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy.

g. NEWLY ACQUIRED LOCATIONS

If you acquire additional locations during the policy period, we will cover each location for up to thirty (30) days after it is acquired, or until the expiration of the policy, whichever comes first.

You must provide us with a complete description of each additional location within this 30-day period and pay any additional premium.

The most that we will pay in the event of "loss" to Covered Property at each location is the smaller of the following:

- (1) 25% of the Limit of Insurance shown for the location with the highest value; or
- (2) \$50,000.

B. EXCLUSIONS

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

a. GOVERNMENTAL ACTION

Seizure or destruction of property by order of governmental authority.

But we will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Form.

b. NUCLEAR HAZARD

Nuclear reaction or radiation, or radioactive contamination however caused.

But if loss or damage by fire results, we will pay for that resulting loss or damage.

c. WAR AND MILITARY ACTION

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

d. WATER

(1) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;

(2) Mudslide or mudflow;

(3) Water that backs up from a sewer or drain; or

(4) Water under the ground surface pressing on, or flowing or seeping through:

(a) Foundations, walls, floors or paved surfaces;

(b) Basements, whether paved or not; or

(c) Doors, windows or other openings.

(5) Any release of water impounded by a dam.

But if "loss" by fire, explosion, theft or sprinkler leakage results, we will pay for that resulting "loss".

This exclusion does not apply to property in transit.

2. We will not pay for "loss" caused by or resulting from any of the following:

a. Delay, loss of use or loss of market, or any other consequential loss except earned charges as specified in Covered Property.

b. Unexplained disappearance or shortage found upon taking inventory.

c. Dishonest acts by you, anyone else with an interest in the property, your or their employees or authorized representatives, or anyone entrusted with the property for any purpose.

This exclusion applies whether or not such persons are acting alone or in collusion with others, or occurring during the hours of employment.

But this exclusion does not apply to property in the custody of a carrier for hire.

d. Processing or work upon the property, except as provided in the Coverage Extension for Dry Cleaning, Laundering or Pressing Faulty Workmanship.

But we will pay for direct "loss" caused by resulting fire or explosion, if these Causes of Loss would be covered under this Coverage Form.

e. Artificially generated current creating a short circuit or other electric disturbance within an article covered under this Coverage Form.

This exclusion applies only to “loss” to that article in which the disturbance occurs.

- Page 4 of 6

- a. The United States of America; and
- b. Canada.

2. REPORTS AND PREMIUM

a. Reports

- (1) Within 15 days after the end of each Reporting Period shown in the Declarations, you will report to us the following:
 - (a) For other than storage coverage, the amount of “gross receipts” for the preceding Reporting Period; and
 - (b) If Storage coverage is applicable, the total of values recorded from “storage receipts” for the preceding period.
- (2) If you have failed to submit the required reports of value as of the time of “loss,” we will not pay more than the amount included in your last report of value.
- (3) Although the reported value will be used in computing premium, we will not pay more than the applicable Limit of Insurance shown in the Declarations.

b. Premium

- (1) Premium Computation. We will compute the premium:
 - (a) Using the rates and Premium Base, and
 - (b) As of each Premium Adjustment Period shown in the Declarations.
- (2) Premium Adjustment
When the Annual Premium Adjustment Period is shown in the Declarations, we will compare the total computed premium to the Deposit Premium. If it is more than the Deposit Premium, you will pay us the difference. If it is less than the Deposit Premium, we will pay you the difference.

c. Minimum Premium

The minimum annual premium shown in the Declarations is not subject to a refund.

d. If this coverage is cancelled:

- (1) When the Premium Base is gross receipts, you will report the amount of gross receipts up to and including the date of cancellation.
- (2) When the Premium Base is values, you will report the amount of values as of the date of cancellation. We will compute the premium for less than a full Adjustment Period on a pro rata basis.

3. COINSURANCE

- a. All Covered Property must be insured for at least 90% of its total value as of the time of “loss” or you will incur a penalty.

The penalty is that we will pay only the proportion of any “loss” that the Limit of Insurance shown in the Declarations for all Covered Property at all locations bears to 90% of the total value of all Covered Property.

- b. If as of the time of “loss”:

- (1) You have not submitted any required reports, we will not pay more than 90% of the amount that we would otherwise have paid.
- (2) Your last report prior to “loss” is less than the amount you are required to report, we will pay only that proportion of the “loss” that the reported amount bears to the total amount you are required to report as of the time of the last report.

4. VALUATION

The valuation of Covered Property will be the sum of:

- a. The amount as determined by the Valuation General Condition in the Commercial Inland Marine Conditions; and
- b. The customary charges made by you that have been earned; and
- c. The cost of labor and materials incurred by you in processing.

5. ANNUAL RERATING

This coverage will be rerated at each anniversary. The coverage will be changed to reflect the rates then in effect. You agree to furnish us with information we require for rerating purposes within 30 days after each anniversary.

6. "LOSS" PAID BY YOU

You may adjust and pay "loss" amounting in the aggregate to \$100 or less. Such "loss" must be in full agreement with the conditions of this policy and you must submit a statement of "loss" to us.

F. DEFINITIONS

1. "Loss" means accidental loss or damage.
2. "Specified Causes of Loss" means the following: Fire; lightning; windstorm; hail; explosion; smoke; aircraft; vehicles; riot; civil commotion; vandalism; breakage of glass; falling objects; weight of snow, ice or sleet; water damage.
Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.
3. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled.
4. "Gross receipts" means the full amount, whether or not collected, of the actual processing charges from your business.
5. "Storage Receipts" means receipts given your customers complying with all provisions stipulated under the Storage Coverage Endorsement.

STORAGE, TRANSPORTATION AND PADDOCK PROGRAM

MISCELLANEOUS PROPERTY FLOATER COVERAGE FORM - SPECIAL

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to **Section F - DEFINITIONS**.

A. COVERAGE

We will pay for "loss" to Covered Property from any of the Covered Causes of Loss.

1. **COVERED PROPERTY** as used in this Coverage Form, means the vehicles described in the Declarations but such Vehicles are only covered while in storage or while being transported. No coverage is afforded under this policy:
 - a. while the vehicle is participating in a race;
 - b. while the vehicle is moving under its own power; or
 - c. while the vehicle is outside of the paddock storage area while on the premises of any racetrack.
2. **PROPERTY COVERED** does not include contraband, or property in the course of illegal transportation or trade.

3. COVERED CAUSES OF LOSS

Covered Causes of Loss means RISKS OF DIRECT PHYSICAL "LOSS" to Covered Property or to property to which coverage is extended under **B. COVERAGE EXTENSIONS** below, except those causes of "loss" listed in **SECTION C. EXCLUSIONS**.

B. COVERAGE EXTENSIONS

You may extend the insurance provided by this Coverage Form as follows:

1. **Trailers** - We will pay for "loss" of or damage to trailers used primarily to transport the vehicle(s) described in the Declaration. The "loss" or damage to trailers must be caused by or result from a Covered Cause of Loss.

The most we will pay for "loss" or damage to trailers is the limit shown in the Declarations.
2. **Parts/Wheels/Tools/Equipment** - We will pay for "loss" of or damage to parts, wheels, tools and equipment primarily used in connection with the ownership, use, operation or maintenance of the vehicle(s) described in the Declarations. The "loss" or damage to parts, wheels, tools and equipment must be caused by or result from a Covered Cause of Loss.

The most we will pay for "loss" or damage to these items is the limit shown in the Declarations.
3. **Equipment Leased or Rented from Others** - We will pay for "loss" of or damage to equipment which you lease or rent from others under the terms of a written lease or rental agreement, and which is primarily used in connection with the ownership, use, operation or maintenance of the vehicle(s) described in the Declarations, provided that you are legally obligated to pay for such "loss" or damage to the leased or rented equipment.

The "loss" or damage to the leased or rented equipment must be caused by or result from a Covered Cause of Loss while the leased or rented equipment is in the care, custody or control of you or your "employees".

The most we will pay for "loss" or damage to any one item of Leased or Rented Equipment is the limit shown in Declarations.

4. Newly Acquired Equipment

If, during the policy period, you purchase additional equipment primarily used in connection with the ownership, use, operation or maintenance of the vehicle(s) described in the Declarations, we will pay for "loss" or damage to this equipment for up to 60 days, but not beyond the end of the policy period. The "loss" or damage to the newly acquired equipment must be caused by or result from a Covered Cause of Loss.

The most we will pay for loss of or damage to your Newly Acquired Equipment is the limit shown in the Declarations.

5. Rental Reimbursement

If equipment that is used primarily in connection with the ownership, use, operation or maintenance of the vehicle(s) described in the Declarations can no longer be used as the result of "loss" or damage to such equipment caused by a Covered Cause of Loss, we will pay your necessary expenses to rent "substitute equipment" during the period of time that:

- a. Begins 72 hours after you report the "loss" or damage to the equipment to us; and
- b. Ends the earliest of the following:
 - (1) The damaged equipment has been repaired or replaced;
 - (2) The damaged equipment has been restored to service;
 - (3) The need for "substitute equipment" no longer exists; or
 - (4) The date when the damaged equipment should be repaired, rebuilt or replaced with reasonable speed and similar quality.

The most we will pay under this Coverage Extension is \$500 per day. The most we will pay in any one policy period is \$10,000. Our payment will not be limited by the expiration of this policy.

6. Expendable Supplies

We will pay for "loss" of or damage to fuel, oil, grease and similar expendable supplies primarily used in connection with the ownership, maintenance, operation or use of vehicle(s) described in the Declarations. The "loss" or damage to expendable supplies must be caused by or result from a Covered Cause of Loss.

The most we will pay for "loss" or damage under this Coverage Extension is the limit shown in the Declarations.

7. Debris Removal

We will pay your expenses to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss to such Covered Property that occurs during the policy period.

The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical "loss" or damage.

The most we will pay for debris removal expense is 25% of:

- (1) The amount we pay for the direct physical "loss" or damage to Covered Property; plus
- (2) The deductible in this policy applicable to that "loss" or damage.

But if:

- (a) the sum of direct physical "loss" or damage and debris removal expense exceeds the Limit of Insurance; or

(b) the debris removal expense exceeds the amount payable under the 25% limitation, we will pay up to an additional \$25,000 in any one occurrence under the Debris Removal Coverage Extension.

Therefore, if (a) and/or (b) apply, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus \$25,000.

This Additional Coverage does not apply to costs to:

- (i) Extract "pollutants" from land or water; or
- (ii) Remove, restore or replace polluted land or water.

8. Pollutant Clean-up and Removal

a. We will pay your expenses to extract "pollutants" from land or water if the discharge, dispersal, seepage, migration, release, or escape of the "pollutants":

- (i) is caused by or results from a Covered Cause of Loss;
- (ii) arises out of the ownership, use, operation or maintenance of the vehicle(s) described in the Declarations; and
- (iii) occurs during the policy period.

The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

b. This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting "pollutants" from the land or water.

c. The most we will pay under this Coverage Extension is \$10,000 for the sum of all such expenses arising out of Covered Cause of Losses occurring during each separate 12 month period of this policy.

C. EXCLUSIONS

1. We will not pay for a "loss" caused directly or indirectly by any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. GOVERNMENTAL ACTION

Seizure or destruction of property by order of governmental authority.

But we will pay for "loss" or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Form.

b. NUCLEAR HAZARD

(1) Nuclear reaction or radiation, or radioactive contamination, however caused.

(2) But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for the direct "loss" or damage caused by that fire.

c. WAR AND MILITARY ACTION

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

Exclusions B.1.a. through B.1.c apply whether or not the "loss" event results in widespread damage or affects a substantial area.

2. We will not pay for a "loss" caused by or resulting from any of the following:
- a. Delay, or loss of market, loss of contract, or any other consequential "loss".
 - b. Dishonest or criminal acts committed by:
 - (1) You, any of your partners, "employees", directors, trustees, or authorized representatives;
 - (2) A manager or a member if you are a limited liability company;
 - (3) Anyone else with an interest in the property, or their "employees" or authorized representatives; or
 - (4) Anyone else to whom the property is entrusted for any purpose.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons or such acts occur during the hours of employment. This exclusion does not apply to Covered Property that is entrusted to others who are carriers for hire or to acts of destruction by your "employees". But theft by "employees" is not covered.
 - c. Shortage found upon taking inventory.
 - d. Unexplained disappearance. This exclusion does not apply to property in the custody of a carrier for hire.
 - e. Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:
 - (1) You do your best to maintain adequate heat in the building or structure; or
 - (2) You drain the equipment and shut off the supply if the heat is not maintained.
 - f. Discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by a covered cause of loss. But if the discharge, dispersal, seepage, migration, release or escape of "pollutants" results in a covered cause of loss, we will pay for the loss or damage caused by that covered cause of loss.
 - g. Neglect to use all reasonable means to save and preserve property from further damage at and after the time of "loss".
 - h. Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
 - i. Unauthorized instructions to transfer property to any person or to any place.
 - j. Error, omission or deficiency in design or specifications or processing or work upon the property. But we will pay for direct "loss" caused by resulting fire or explosion, if these causes of "loss" would be covered under this Coverage Form.
 - k. Artificially generated electrical current, including electrical arcing that disturbs electrical devices, appliances or wires. But we will pay for direct "loss" caused by resulting fire or explosion.

This exclusion only applies to "loss" to that article in which the disturbance occurs.
 - l. Mechanical Breakdown or failure, including rupture or bursting caused by centrifugal force. But we will pay for direct "loss" caused by resulting fire or explosion. This exclusion only applies to "loss" to that article in which the mechanical breakdown or failure occurs.
 - m. Dampness of the atmosphere or extremes of temperature.
 - n. Careless or rough handling or disregard of reasonable precautions by you or your employees.
 - o. No vehicle(s) is covered while participating in a race or moving under its own power.
3. We will not pay for a "loss" caused by or resulting from any of the following. But if "loss" by a Covered Cause of Loss results, we will pay for that resulting "loss";
- a. Wear and tear, any quality in the property that causes it to damage or destroy itself, hidden or latent defect, gradual deteriorations, depreciation; insects, vermin, rodents; corrosion, rust.

C. LIMITS OF INSURANCE

1. The most we will pay for "loss" in any one occurrence is the least of the following amounts minus any applicable deductible shown in the Declarations:
- a. The actual cash value of the damaged or stolen property as of the time of the "loss";
 - b. The cost of repairing or replacing the damaged or stolen property with property of like kind and quality; or
 - c. The amount shown in the Declarations.

2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

The most we will pay for "loss" or damage in any one occurrence, no matter how many described vehicles or Coverage Extensions are involved, is the Maximum Any One Occurrence Limit shown in the Declarations.

D. DEDUCTIBLE

We will not pay for "loss" in any one occurrence until the amount of the adjusted "loss" before applying the applicable Limits of Insurance exceeds the Deductible shown in the Declarations.

We will then pay the amount of the adjusted "loss" in excess of the Deductible, up to the applicable Limit of Insurance.

The Deductible indicated in the Declarations also applies to the Coverage Extensions provided by this Endorsement

E. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Commercial Inland Marine Conditions and the Common Policy Conditions:

1. COVERAGE TERRITORY

We cover property wherever located within:

- a. The United States of America; and
- b. Canada.

2. COINSURANCE – No coinsurance provisions apply.

F. DEFINITIONS

"Loss" means accidental loss or damage.

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

"Substitute Equipment" means equipment that is primarily used in connection with the ownership, use, operation or maintenance of the vehicle(s) described in the Declarations that you must rent due to "loss" or damage to your similar equipment caused by or resulting from a Covered Cause of Loss.

<i>SERFF Tracking Number:</i>	<i>HRLV-125816447</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Harleysville Mutual Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>IMJM020108-2</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0005 Other Commercial Inland Marine</i>
<i>Product Name:</i>	<i>CIM</i>		
<i>Project Name/Number:</i>	<i>CIM - Non-Controlled Standardization- revised/</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: HRLV-125816447 State: Arkansas
Filing Company: Harleysville Mutual Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: IMJM020108-2
TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine
Product Name: CIM
Project Name/Number: CIM - Non-Controlled Standardization- revised/

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty **Review Status:** Approved 09/19/2008

Comments:

Attachment:

NAIC 2007.pdf

Satisfied -Name: Cover letter & Exhibit A **Review Status:** Approved 09/19/2008

Comments:

Attachments:

CIM Non-Controlled revised.pdf

EXHIBIT A - revised.pdf

Property & Casualty Transmittal Document


1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">New Business</div> <div style="width: 55%;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">Renewal Business</div> <div style="width: 55%;"></div> </div> f. State Filing #: g. SERFF Filing #: h. Subject Codes
---	---

3. Group Name	Group NAIC #

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Harleysville Mutual Insurance Company	PA	14168	23-0902325	

5.	125816447
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Carol Zwayer 355 Maple Avenue Harleysville, PA 19438	Senior State Filing Analyst	800-523-6344 ext. 5735	215-256-5678	czwayer@harleysville group.com
7.	Signature of authorized filer				
8.	Please print name of authorized filer		Carol Zwayer		

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	Inland Marine
10. Sub-Type of Insurance (Sub-TOI)	Commercial Inland Marine (non-controlled)
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: 02-01-09 Renewal: 07-01-2009

Property & Casualty Transmittal Document---

15.	Reference Filing?	<input type="checkbox"/> Yes <input type="checkbox"/> No
16.	Reference Organization (if applicable)	
17.	Reference Organization # & Title	
18.	Company's Date of Filing	9/16/08
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Disapproved
20.	This filing transmittal is part of Company Tracking #	125816447
21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]	

With this filing it is our intent to submit for your review and approval the following revisions applicable to our Commercial Inland Marine Program.

We will be introducing, revising and withdrawing non-standard endorsements (please see Exhibit A for a complete listing.)

Rule of Application: Applicable to all new business policies effective on or after February 1, 2009 and renewals effective on or after July 1, 2009

Your favorable consideration will be appreciated.

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
<div style="margin-bottom: 20px;"> Check #: EFT Amount: 50.00 </div> <p>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</p>	

*****Refer to each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

HARLEYSVILLE MUTUAL INSURANCE COMPANY

355 Maple Avenue
Harleysville PA 19438-2297
www.harleysvillegroup.com

September 15, 2008

Honorable Julie Benafield Bowman
Commissioner of Insurance
Arkansas Department of Insurance
1200 West Third Street
Little Rock, AR 72201-1904

NAIC #14168
COMMERCIAL INLAND MARINE
(Non-Controlled)
Form Filing
Company Filing Number: 125816447

Dear Honorable Bowman:

With this filing it is our intent to submit for your review and approval the following revisions applicable to our Commercial Inland Marine Program.

- Introduction, revision and withdrawal of non-standard endorsements (please see Exhibit A for a complete listing.)

Rule of Application: Applicable to all new business effective on or after February 1, 2009 and all renewal policies effective on or after July 1, 2009.

Your favorable consideration will be appreciated.

Very truly yours,



Carol Zwoyer, AAM, AIT
Senior State Filing Analyst
(215) 256-5735
czwoyer@harleysvillegroup.com

EXHIBIT A

<u>Revised Form Number</u>	<u>New Edition</u>	<u>Old Edition</u>	<u>Title</u>
CM-7103	12-06	3-89	Trip Transit Endorsement
CM-7123	12-06	8-87	Salespersons' Sample Floater Coverage Declarations
CM-7133	12-06	7-01	Contractors Equipment Blanket Endorsement
CM-7134	12-06	7-01	Contractors Equipment Leased or Rented From Others
CM-7161	12-06	1-01	Additional Covered Cause of Loss – Earthquake and Volcanic Eruption
CM-7162	12-06	1-01	Additional Cause of Loss “Flood”
CM-7165	12-06	1-01	Completed Value Reporting Form
CM-7166	12-06	1-01	Contract Penalty Coverage
CM-7169	12-06	1-01	Difference in Conditions Coverage
CM-7173	12-06	1-01	Expediting Expense Coverage
CM-7176	12-06	1-01	Model Home Endorsement
CM-7179	12-06	1-01	Ordinance or Law Coverage
CM-7182	12-06	1-01	Protective Safeguards
CM-7185	12-06	1-01	“Special Projects” Confirmation Endorsement
CM-7188	12-06	1-01	“Values at Risk” Reporting Form
CM-7190	12-06	1-01	Windstorm or Hail Deductible (“Values at Risk”)
CM-7200	12-06	8-87	Miscellaneous Property Floater Coverage Declarations
CM-7201	12-06	8-87	Annual Transportation Coverage Declarations
CM-7202	12-06	8-87	Bailee’s Customers Declarations
CM-7203	12-06	8-87	Contractors and Repairmen’s Coverage Form Declarations
CM-7204	12-06	8-87	Fine Arts Floater Coverage Form Declarations
CM-7206	12-06	8-87	Portable Tools Floater Declarations
CM-7207	12-06	8-87	Installation Floater Coverage Form Declaration
CM-7217	12-06	4-93	CompuPak Coverage Form Declarations
CM-7244	12-06	7-01	Contractors Equipment Coverage Form Declarations
CM-7245	12-06	7-01	Contractors Equipment Coverage Form Supplemental Declarations
CM-7246	1-09	1-01	Builders Risk Coverage Form Declarations
CM-7247	12-06	1-01	Builders Risk Coverage Form Supplemental Declarations
CM-7248	12-06	1-01	Builders Risk Reporting Form Supplemental Declarations
CM-7250	12-06	10-01	Motor Truck Cargo Coverage Form Declarations
CM-7268	07-08	10-07	Bailees Customers Coverage Form Declarations – national Cleaners Association Program
CM-7269	07-08	11-07	Miscellaneous Property Floater Coverage Form Declarations – Storage Transportation & Paddock Program
CM-7312	12-06	8-87	Installation Floater Coverage Form
CM-7363	12-06	7-01	Contractors Equipment Coverage Form
CM-7369	12-06	10-01	Motor Truck Cargo Coverage Form
CM-7371	07-08	11-07	Bailees Customers Coverage Form - Special
CM-7401	12-06	10-01	Reporting Endorsement

<u>New Form Number</u>	<u>New Edition</u>	<u>Title</u>
CM-7429	07-08	Storage Transportation & Paddock Program – Miscellaneous Property Floater Coverage Form - Special
CM-7255	12-06	Commercial Inland Marine Coverage Part Declarations
CM-7257	12-06	Commercial Inland Marine Scheduled Items Coverage Part
CM-7266	12-06	Miscellaneous Coverage Form Declarations

GU-7000	03-08	Commercial Lines Common Policy Declarations
GU-7001	07-08	Policy Change Endorsement
GU-7002	11-06	Additional Insured Schedule
GU-7003	11-06	Additional Interest Schedule
GU-7004	11-06	Form Schedule
GU-7005	11-06	Location Schedule
GU-7006	11-06	Loss Payee Schedule
GU-7007	11-06	Mortgage Schedule
GU-7008	11-06	Named Insured Schedule
GU-7009	11-06	Policyholder Notice Schedule
GU-7013	11-06	Declarations Page Extension
GU-7015	11-06	Fees and Schedules
MANU-1	7-04	Manuscript Endorsement
MANU-2	7-04	Manuscript Exclusion
<u>Withdrawn Form Number</u>	<u>Edition</u>	<u>Title</u>
CM-7010	8-87	Commercial Inland Marine Cover Part Declarations
CM-7174	1-00	"Gross Receipts" Reporting Form - Special
CM-7216	8-87	Commercial Inland Marine Supplemental Declarations
CM-7428	11-07	Storage, Transportation & Paddock Program – Miscellaneous Property Floater Coverage Form – Special
CMW-7341	2-99	Bailees' Customers Coverage Form – Special
GU-1002	4-95	General Endorsement
GU-1025	5-77	Renewal Continuation Certificate
GU-1032	1-85	Special Named Insured Endorsement
IL-7134	4-98	Exclusion of Certain Computer Related Losses
PD-0113	6-85	Commercial Lines Declarations
PD-0205	10-94	Common Declarations